

**Solicitation Number: RFP #120423****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Modii, Inc., Wells Fargo Center, 1700 Lincoln St., 17th Floor, Denver, CO 80203 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Curb Management Technologies with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires January 15, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

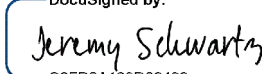
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

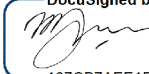
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Modii, Inc.

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/10/2024 | 12:20 PM CST
Date: _____

DocuSigned by:

107CB7AEE1E94D5...
By: _____
Mark Frumar
Title: President
1/10/2024 | 9:48 AM PST
Date: _____

RFP 120423 - Curb Management Technologies with Related Services

Vendor Details

Company Name: Modii, Inc
Does your company conduct business under any other name? If yes, please state: COLORADO
Address: Wells Fargo Building, 1700 Lincoln St
17th Floor
Denver, CO 80203
Contact: James Waddell
Email: james@modii.co
Phone: 720-530-5894
HST#: 82-09773435

Submission Details

Created On: Saturday November 11, 2023 16:41:25
Submitted On: Monday December 04, 2023 15:08:19
Submitted By: James Waddell
Email: james@modii.co
Transaction #: b6d26fad-a4c6-4c1e-b125-743218bc5c08
Submitter's IP Address: 172.91.147.167

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Modii Inc. (formerly known as Spot Parking US Inc.)
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A – Modii Inc. has no subsidiaries included in the Proposal
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Spot Parking US Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity Identifier (SAM): W1KYWVGSHZQ9
5	Proposer Physical Address:	Modii Inc. Wells Fargo Building 1700 Lincoln St, 17th Floor Denver CO 80203
6	Proposer website address (or addresses):	www.modii.co
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Mark Frumar Title: President Address: Modii Inc. Wells Fargo Center 1700 Lincoln St, 17th Floor Denver CO 80203 Email Address: mark@modii.co Phone: +1 (917) 982-3745
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Mark Frumar Title: President Address: Modii Inc. Wells Fargo Center 1700 Lincoln St, 17th Floor Denver CO 80203 Email Address: mark@modii.co Phone: +1 (917) 982-3745
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: James Waddell Title: Vice President, Partnerships & Operations Address: Modii Inc. Wells Fargo Center 1700 Lincoln St, 17th Floor Denver CO 80203 Email Address: james@modii.co Phone: +1 (720) 530- 5894

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Founding Elizabeth Zealand, former Deputy Director of Transportation for Transport NSW (now Chairperson of the Modii Board of Directors) co-founded Modii as an infrastructure technology startup known as Spot Parking in 2015 in Sydney, Australia. At the time, the focus of the company was exclusively on the municipal sector - working with Australian Cities and State Government Agencies to analyze curb requirements and build technology to perform the digitization of curbside assets and establish innovative customer-facing parking guidance solutions. After early success in pilot

projects with multiple Australian customers, the decision was made to expand services into the USA.

Expansion into North America and Rebrand

Spot Parking US Inc. was incorporated in North America in 2017, with the initial US engagement being a partnership with the private parking administrator at The Ohio State University (CampusParc) to adapt Spot Parking's asset digitization technology to meet the complexities of parking management for large-scale university campuses.

While Modii spent 2018-2021 helping introduce the concept and value of curbside parking digitization to the US market, it positioned us perfectly to embrace the emerging enthusiasm now being seen across multiple verticals and sectors for whom we have developed our platform and products. Since entry into the US the company focus has been targeted exclusively on our expansion across North America, working with Tier 1 cities, universities and state authorities and building out our range of products and capabilities as part of what has now become known as the Modii Platform.

Note - Spot Parking rebranded to Modii in early 2023, to better reflect its mission of modernizing parking and mobility management. The new name represents the company's core focus on creating digital infrastructure, data integration, and parking intelligence.

Now operating as a fully-US entity, Modii have since grown to now offer a team of 15 fulltime staff in the United States, and have established our US headquarters from our office in Denver, Colorado. Modii also now has an office in Los Angeles and are finalizing plans to open our east coast office in Florida in March 2024.

On top of our investors Modii has attracted over \$1.5m in government grant funding supporting our groundbreaking research and development, successfully deploying our technology at many sites on both sides of the globe, including innovative municipalities as well as several of the largest university campuses in the USA – such as The Ohio State University, The University of Texas at Arlington and Florida International University.

Business Philosophy, Core Values and Culture at Modii

Modii's mission is to revolutionize urban mobility by creating smart, equitable, and sustainable solutions. Through innovative digital infrastructure, Modii aims to optimize the movement of people in cities and university campuses, addressing challenges like congestion, emissions, safety, and parking management. This mission is rooted in a vision of a future where smart mobility enhances urban living and leads to more efficient, safe, and sustainable cities and campuses.

Modii's business philosophy revolves around creating value through innovation, collaboration, and customer-centric approaches. We leverage real-world data to create smart, equitable, and sustainable mobility solutions, focusing on digitizing urban spaces for optimized movement. Modii's approach combines technological innovation with a deep understanding of customer needs and urban dynamics, ensuring practical and forward-thinking solutions in mobility and infrastructure management.

Modii's core values:

- Customer Satisfaction: Modii is committed to fostering lifelong partnerships with customers, ensuring deep satisfaction and a positive experience. This approach extends beyond mere transactions, aiming to make Modii a highly recommended company among friends, family, and colleagues.
- Innovation: Challenging traditional methods and constantly seeking improvement in processes, services, and products is at the heart of Modii. The company encourages new ideas and values innovative thinking for continual advancement.
- Transparency: Modii believes in open and honest communication. Internally, this means sharing information about expectations, setbacks, and achievements. Externally, it translates to honest interactions with customers, building trust and reliability.
- Excellence: Striving for excellence in every aspect is a key principle. This includes being proactive, solution-focused, and aiming to exceed expectations modestly. Acknowledging successes and taking responsibility for setbacks are also integral to this value.
- Collaboration: Diversity in thought and background is crucial for Modii. The company encourages sharing opinions, being open to different perspectives, and being willing to change viewpoints. This diversity fosters effective teamwork and drives both personal and team growth.

Modii's culture is one of growth, challenge, and relationship-building. We value work-life balance, professional trust, and decision-making freedom, encouraging employees to bring their authentic selves to work. Modii's culture is designed to empower team

		members to excel in their roles, contribute meaningfully to the company's mission, and grow both personally and professionally. Customers of Modii are of the utmost important to the team and everyone is encouraged to view their role through the lens of customer service.	
11	What are your company's expectations in the event of an award?	<p>In the event of Modii being awarded a contract by Sourcewell, Modii will aim to do multiple press releases as we have for previous industry awards, leveraging existing relationships with multiple industry publications. Modii will also post the announcement across all social channels, and in both the Modii municipal and education sector newsletters that Modii release monthly. Modii will also notify each of the customers, prospective customers and smart city organizations that Modii work with, informing them of the contract award and inviting them to share the news broadly. Please refer to the attached document – 'Modii - Sourcewell Marketing Plan' for further information.</p> <p>Modii have developed an extensive list of key contacts in target markets. Inclusion on the Sourcewell cooperative purchasing alliance will be of great interest to those cities and universities seeking a pre-qualified and simpler way to engage a curbside management expert.</p> <p>Modii will advise our 10,000-strong contact database of this achievement, and in partnership with Modii's contracted strategic consulting and government relations firms, we will also blast media releases leveraging their existing relationships with multiple publications.</p> <p>We will advertise in the relevant parking, smart city and smart transport publications, and will leverage our memberships and relationships at ITS, IPMI, Parking Today, Smart City Alliance Colorado, Smart North Florida, The North Central Texas Council of Governments, as well as memberships of the following regional parking associations:</p> <ul style="list-style-type: none"> • California Mobility & Parking Association (CMPA) • Campus Parking and Transportation Association (CPTA) • Texas Parking & Transportation Association (TPTA) • Pacific Intermountain Parking and Transportation Association (PIPTA) 	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Modii Inc's financial resilience is anchored by diverse revenue streams, strong investor backing, and a clear vision for future growth. Incorporated in 2017 as a subsidiary of Spot Parking Pty Ltd, Modii has been at the forefront of developing innovative solutions for digitizing curbside and off-street parking environments. Our journey, originating in 2015 with the establishment of our parent company in Australia, has been marked by consistent growth and financial stability.</p> <p>Our financial stability is bolstered by Australian governmental grants and revenue generated from sales to cities and universities. This diverse income stream underscores our ability to generate sustainable revenue while innovating in our field. Adcock Private Equity (APE), co-founders of Spot Parking Pty Ltd, is the majority shareholder in Modii Inc. APE's continued support over the past 8 years has been instrumental in our growth, allowing us to expand without being overly reliant on sales revenue alone. APE's investment portfolio includes successful companies like Canva and Lawpath, demonstrating their expertise in nurturing high-potential businesses.</p> <p>In 2024, Modii intends to raise additional external capital to invest aggressively in growth. This decision is backed by strong market signals from cities and universities recognizing the benefits of digitized parking infrastructure.</p> <p>Supporting Documents: Modii is a privately owned company and as such does not disclose financial data, however, we are willing to share confidential financial information upon award of a contract.</p> <p>References from Key Clients: form part of the response to this RFP.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Modii current US Market share for cities = 0.4%</p> <p>Modii current US Market share for education (universities campus share) = 0.23%</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>While Modii have yet to enter the Canadian market, Modii's 2024 strategic roadmap includes an expansion into Canada in partnership with several key Canadian-based vendor partners. Market research has already been conducted, and after reviewing Modii's product portfolio the Canadian Parking Association has offered their help promote the entry of Modii into their extensive member base.</p> <p>The ability to leverage the Sourcewell contract award would be used extensively by Modii to unlock the procurement hurdles that would otherwise be expected entering a new geographical market.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Modii Inc. has never petitioned for bankruptcy protection.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Modii is both a Cloud-Service Provider and Distributor, selling Modii's proprietary software solutions directly to our customers, as well as via resellers and through our vendor-partner network as subcontractor.</p> <p>In 2023 Modii have begun distributing our solution via CDW as reseller partner in North America to the public sector. This has enabled Modii to remove the hurdles to procurement that Modii were previously encountering as a software developer with a pioneering, ultra-modern technology.</p> <p>Modii have also acted as subcontractor to a prime contractor at several customer sites. This model has allowed for rapid procurement as well as the inclusion of a Program Manager to oversee the implementation of multiple vendor software solutions simultaneously. Modii's products have also been embedded in our partner-vendors dashboards such as the Genetec Security Center, and we are finalizing plans to sell several Modii products on the webstore of several major Modii partners in 2024.</p> <p>Modii is the exclusive professional service provider for the implementation of the Modii Platform and product suite, utilizing our proprietary software tools to digitally map curbside and off-street parking assets. The advanced nature of Modii's mapping software tools allows for the majority of our projects to be performed remotely, reducing the need for local representatives at new client project sites.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Modii recognize that Sourcewell members are made up of government, education, and municipalities. In our years of experience working with such entities, they don't require many licenses or certifications from cloud-based parking software providers. Separate from this, there are unique state business licenses and tax certificates found at the state, county, and local level. Modii Inc. Ensures it holds the applicable licenses and certifications to do business in areas for each new client.</p> <p>When we first work with a local agency we haven't worked with before that requires a license or certification we may not hold, our operations teamwork with our outsourced Legal advisors (depending on the requirement) to apply for the license.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Modii Inc. has not been suspended or debarred during the past ten years.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Awards</p> <p>As Spot Parking the company have won awards from the Smart Cities Council of Australia, as well and grants, project funding, innovation challenges and research and development funding from the Australian Trade and Investment Commission (Austrade) and Australian state government transport agencies of New South Wales (TfNSW) and Victoria (DoT Vic).</p> <p>In North America, Modii have won awards from Smart City Organizations including the Colorado Smart City Alliance, Smart North Florida, North Florida Transportation Planning Organization, as well as a 2022 grant from The North Central Texas Council of Governments (NCTCOG).</p> <p>As part of our constant research into the optimization of our platform, Modii are currently conducting a multi-year study in partnership with Professors and PHD students from the Department of Civil Engineering at the University of Texas at Arlington, recently selected for presentation at the 2024 IPMI Conference in Columbus Ohio. This advanced research study is being funded by the award of a \$500,000 grant from the North Central Texas Council of Governments, referenced above.</p>
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 40% of Modii's overall business has been to the governmental sector in the past three years. This is now trending upwards as the market is embracing the digital infrastructure concept.
21	What percentage of your sales are to the education sector in the past three years	Approximately 55% of Modii's overall business has been to the education sector in the past three years.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Modii have been in discussions with multiple regional and federal organizations (such as NASPO and Omnia) in the last year that are preparing similar RFPs to be released in 2024, however this Sourcwell RFP represents the first time that Modii have encountered a cooperative purchasing contract specifically related to the establishment of digital infrastructure for the curbside – Modii's core competency. Until recently this had presented significant hurdles to procurement that Modii were previously encountering as a software developer with a pioneering, ultra-modern technology. It has led to Modii building an extensive pipeline of prospective customers seeking to purchase the Modii platform though being hamstrung by long-term procurement.</p> <p>While Modii have been successful in selling directly to our existing North American customer base via our sole-sourcing justification documentation, as well as winning independent RFPs, our recent 2023 agreement with CDW has allowed for Modii to drastically speed up procurement from as long as 12 month sales cycles to under a month in some cases.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Modii has not previously held GSA or SOSA contracts.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of St. Augustine, FL	Reuben Franklin, Assistant City Manager	(904) 209-4272
City of Colorado Springs, CO	John Crawford, Parking Manager	(719) 385-5682
University of Texas at Arlington	Dr. Greg Hladik, Executive Director- Auxiliary Services	(817) 272-9499

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
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<p>City of St. Augustine</p>	<p>Government</p>	<p>Florida - FL</p>	<p>Link to live Modii Parking Finder site – St. Augustine Parking Finder (citystaug.modii.co)</p> <p>What they were seeking Automate day-to-day parking management, and provide special event planning capabilities Provide parking and mobility guidance via smartphone to the 10 million annual tourist arrivals Build insight into the utilization of parking assets to inform future planning decisions with data Establish the digital infrastructure of St. Augustine to power future smart city technology rollouts</p> <p>Why they selected Modii</p> <ul style="list-style-type: none"> • Our iterative approach allowed for a guided path towards St. Augustine's smart city vision • Modii's track record of success with the Smart North Florida Organization proved our credentials • A low resource commitment was required from St. Augustine, simply providing advisory on requirements <p>Phase I – Parking Finder & Integrations</p> <ul style="list-style-type: none"> • Visualization of parking data on all parking spaces into a mobile-optimized Parking Finder website • Live garage availability and future predicted availability via loop count occupancy tracking • Parking zone, cost and payment options by location and time of day, via contactless payment solution • Guidance on expected curbside parking availability by leveraging historical meter data <p>Phase II - Expansion Plan</p> <ul style="list-style-type: none"> • Further mobility integrations - live bus shuttle tracking, e-scooter and e-bike hubs, rideshare pick up / drop off zones • Modii PI - customized dashboard of live parking utilization metrics, automated and on-demand reporting • Modii Event Planning - enables Administrators to set closures/parking allocations unique to the event 	<p>\$25,000 phase 1 \$60,000 annually</p>	<p>\$85,000</p>
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<p>City of Colorado Springs</p>	<p>Government</p>	<p>Colorado - CO</p>	<p>Link to live Modii Parking Finder site – Colorado Springs Parking Finder (colorado-springs.modii.co) 1 min video case study – Modii Spaces (modii.co/spaces)</p> <p>What they were seeking The ability to make data-informed decisions to optimize utilization of the Colorado Springs' parking assets Personalized parking and mobility guidance to the residents and visitors to Downtown and Old Colorado City Unified interface of up-to-the-minute parking information, linking existing parking & mobility systems Build insight into the utilization of parking assets to inform future planning decisions with data</p> <p>Why they selected Modii</p> <ul style="list-style-type: none"> • Colorado Springs previously invested in multiple parking management technologies. Modii's ability to integrate with these technologies to leverage the data they produce and highlight these investments in a positive way was key - showcasing the City's innovation through investments in Smart City technologies • Integrating all current (and future) parking technology investments into one easy-to-use platform for residents and tourists driving into Colorado Springs will provide a public relations boost for the City <p>Phase I – Parking Finder & Integrations</p> <ul style="list-style-type: none"> • Visualization of parking data on all parking spaces into a mobile-optimized Parking Finder website • Digital Inventory of parking signage including parking regulations, conditions, permitting & entitlements • Integrations with PARCS system, multiple contactless payment solutions & live and historical meter data <p>Phase II - Expansion Plan</p> <ul style="list-style-type: none"> • Inclusion of forthcoming private garages to the established digital parking inventory • Integrations with EV Charging stations to display location, as well as live availability of each • Modii PI - customized dashboard of live parking utilization metrics, automated and on-demand reporting 	<p>\$25,000 phase 1 \$40,000 annually</p>	<p>\$65,000</p>
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City of Arvada	Government	Colorado - CO	<p>Link to live Modii Parking Finder site – City of Arvada Parking Finder (arvada.modii.co) 1 min video case study – Modii Spaces (modii.co/spaces)</p> <p>What they were seeking The first step towards curb optimization & monetization by creating a digital parking inventory To justify the proposed move to paid parking by gaining insight from data analysis of the curbside parking utilization in Olde Town Arvada To encourage commuter drivers to utilize the Transit Garage and ensure that patrons of local businesses found increased availability of parking on-street in Olde Town Arvada</p> <p>Why they selected Modii</p> <ul style="list-style-type: none"> • Modii were previously selected as winner of the Colorado Smart Cities Alliance's Revive Challenge • Modii's ability to integrate existing technologies into the Modii PI aggregated data dashboard to streamline reporting to RTD Denver, the regional agency operating public transit services in Colorado <p>Phase I – Integrations Included</p> <ul style="list-style-type: none"> • Live garage availability and future predicted availability via LPR integration and prediction algorithms • Parking zone, permit and payment options by location and time of day, via contactless payment solution • Inclusion of Transit Hub Garage, as well as privately-owned surface lots in Olde Town Arvada <p>Phase II - Expansion Plan</p> <ul style="list-style-type: none"> • After a successful initial pilot Modii began the second phase of the implementation, including the addition of: live transit hub garage occupancy tracking and display, data interpretation and predictive analysis • Modii PI Dashboard displaying live parking utilization metrics, plus on-demand and automated reports 	\$20,000 phase 1 \$60,000 annually	\$80,000
University of Texas at Arlington	Education	Texas - TX	<p>Link to live Modii Parking Finder site – UTA Parking Finder (uta.modii.co)</p> <p>What they were seeking An elevated customer experience for all visitors saving time and frustration via informed travel decisions Interactive, time-dynamic view of parking entitlements personalized by permit type, destination and time of day</p>	Phase 1 fully funded by \$500k grant	\$147,000 3-year direct customer contract starts in 2024

Live availability display for high-demand locations view the likelihood of finding parking prior to departure
 To unify campus parking and mobility systems the integrated platform of the technology ecosystem
 Consistency across university departments all operating from the same interface/set of parking rules
 Empowering Event and Construction Planning visual collaboration to plan/communicate event impacts
 Build insight into the utilization of parking assets inform future planning decisions with accurate data

Why they selected Modii
 In partnership with Modii, UTA secured a grant from the North Central Texas Council of Governments to sponsor a PHD student and supporting professors from the UTA Department of Civil Engineering to perform a research study on the project outcomes.

The research study includes an in-depth analysis of quantitative parking data, development of a parking occupancy predictive model, and evaluation of the direct improvements to the student experience via the use of the digital parking map and guidance.

Modii are harnessing the ongoing results of the study to guide the development of the Modii Campus Platform to best attend to the parking and mobility requirements of a large modern campus.

Phase I – Integrations Included

- Live parking availability via loop count occupancy tracking and AI-based future predicted availability
- Parking zone, cost and payment options by location and time of day with clickthroughs to multiple phone payment apps

Phase II - Expansion Plan

- Integrate new systems - license plate recognition, EV charging stations, alternative transportation options and micro-mobility
- Modii Events Module - enables Administrators to pre-plan event and construction closures, adjust parking allocations and communicate the impacts well ahead of the event
- Modii PI - customized dashboard of live parking utilization metrics, automated and on-demand reporting

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<p>CampusParc at The Ohio State University</p>	<p>Education</p>	<p>Ohio - OH</p>	<p>Link to live Modii Parking Finder site – SureParc at Ohio State (sureparc.campusparc.com) CampusParc at The Ohio State University were Modii's very first customer upon entry into the US. After purchasing the 50-year concession to operate parking on the Ohio State campus, CampusParc had encountered diminishing results in customer satisfaction surveys and sought an innovative technology platform to empower operations and elevate the customer experience for all campus attendees. This was to form the basis of the future smart vision that CampusParc CTO Bob Murray had for an automated, data-led transportation network on campus. A partnership was formed and a plan was enacted to develop Modii's existing parking asset digitization solution for the complexities of the large-scale university campus. Over the course of the following 18 months the Modii and CampusParc teams worked closely together to develop administrator tools and end-user solutions to meet the immense complexities of daily parking and transportation operations on campus at Ohio State, establishing a valuable end-to-end administration platform could then be replicated at other university campuses across North America. The Modii campus product was built from the ground-up leading from a data-first perspective, appreciating the end product to be only as helpful as the quality of the data driving it. The key focus of this initiative became the need to connect drivers with the best options for them to park in real-time. In doing so - students, staff and visitors could travel with the confidence that there would be an ideal space available for them on arrival. 100,000 students, faculty and visitors attend the campus daily, and their requirements demanded a visual, interactive parking map, personalized to the unique needs of each user with exact details delivered to their phone - including up-to-the-minute information from each of the related system centralized into a single interface. The Modii Campus platform - now known at Ohio State as 'SureParc', displays the best possible parking options to the user in seconds. It achieves this through analysis of the user's permit, destination, as well as any event or construction impacts occurring during their visit. Time-</p>	<p>\$30,000 annually (discounted as a Modii R&D partner)</p>	<p>\$90,000</p>
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		<p>based parking rules have been allocated for every individual parking bay, and live & predicted occupancy is reflected for the off-street parking facilities, ensuring that drivers now travel with certainty that a parking space awaits them at their destination. SureParc has been integrated with the CampusParc website to ensure a fast, seamless experience, encouraging user-takeup and ongoing daily use prior to departure. Key results from SureParc are listed below.</p> <p>Measurable Service Improvements</p> <ul style="list-style-type: none"> • Staff training time reduced by two days • Total calls cut down by approximately 30% • Average customer call time reduced by 38% • Staff are empowered with a visual interface to guide customers in person and via phone <p>Customer Experience</p> <ul style="list-style-type: none"> • 16% reduction in infringements • Dwell time to find parking reduced by 30% as users finding parking prior to departure • Regular reports show students to be locating parking they did not previously realize existed <p>Operations</p> <ul style="list-style-type: none"> • Remote parking changes have drastically reduced the need for physical signage • Easy updates to temporary parking changes (such as construction or during gamedays) • Direct line of communication to drivers ensures up-to-the-minute information • 9-month approximate return on investment <p>Future Proof Campus</p> <ul style="list-style-type: none"> • Established a time-dynamic, interrogable data platform of parking for the OSU campus • Built the platform to incorporate sustainable mobility options – shuttles, bicycle hubs, electric scooters, electric vehicles and more • Set a consumer-facing display for all relevant parking information across technology 		
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Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	Modii leverages internal sales employees, industry partner salespersons and industry referral (finders-fee) salespersons. The total number of the salesforce (internal + external) is approximately 35. The location of these salespersons covers 23 states in the US.	*
27	Dealer network or other distribution methods.	<p>Modii have recently started using CDW as a reseller to the public sector who has locations across 28 states in the US with 48 offices, with 9 offices in Canada.</p> <p>Modii have also previously acted as subcontractor to a prime contractor at several customer sites. This model has allowed for rapid procurement as well as the inclusion of a Program Manager to oversee the implementation of multiple vendor software solutions simultaneously.</p>	*
28	Service force.	Modii's service force is made up of internal team members who work across customer success, project implementation, technology and support. It is bolstered by 1099 contractors used for project management, these contractors are used on as needed basis and generally are both local to the project they are working on and used for one project only.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The ordering process for Modii is straightforward and online. Prospective clients use the Order Form page on the Modii website (www.modii.co/order-form). The Order Form is an interactive webpage where users are guided through a 4 step process:</p> <p>Step 1: Base – the user selects their base – there are 3 options for this, cities, universities, and other off-street environments (such as hospitals, stadiums and airports). Each base has detailed information on the features, products and services included.</p> <p>Step 2: Scope – the user details the scope of their area/parking assets for digitization, for cities, the user will be prompted to enter in the rough area in square miles. For universities and other off-street environments, the user is prompted to enter the total number of parking bays/spaces.</p> <p>Step 3: Modules – the user is then presented with additional modules to consider, each of the modules has detailed information on the features and services included.</p> <p>Step 4: Integrations – the user is presented with applicable integrations available for their base and modules selected. They are able to select as many as are required.</p> <p>Once the user has completed these 4 steps, they are presented with the summary of what they have selected and then asked to add in business and contact details. In the event of Modii being awarded the Sourcwell listing, there will be a checkbox added to the contact details section where users can confirm they are Sourcwell members. This will ensure the quotes provided to participating entities include the Sourcwell discount and that the sale is attributed to Sourcwell in Modii's CRM.</p> <p>Once submitted, the orders are instantly ported to an internal slack channel, where our internal sales team triage and review in detail the needs and requirements of the client, prepare a formal quotation, and determine which salesperson (whether internal or external) should be the point of contact and complete the sale with the customer.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>For Modii, the quality of our support services speaks to the core of our company ethos. Our philosophy is simple – deliver the right solution with the highest level of service and the implementation will be a success. Once delivered, we maintain this level of service by providing the very best ongoing support, ensuring our long-term business relationship.</p> <p>Modii invest in hiring the best customer service representatives who are knowledgeable, friendly, and most importantly, empathetic. When a customer reaches out to Modii for customer service, they do not need to navigate menus or wait in a queue to speak to a representative. Modii provide an account representative that services them personally. This provides a greater level of understanding to their specific needs and the history of their account with Modii, building the relationship and creating a true partnership for life.</p> <p>Modii's customer service program is designed to provide a personalized and expert-driven experience, ensuring that customers receive support from individuals intimately familiar with the customers system. The process begins with 24/7 accessibility via phone or email, allowing customers to engage with the very experts who have contributed to building and onboarding the customers' solution.</p> <p>All Modii customers receive the following key support offerings:</p> <ul style="list-style-type: none"> ● Dedicated Account Management and Expert Consulting for all parking related matters, not just Modii products ● Guaranteed 15-minute request acknowledgment from a support representative, 24/7 ● Consistent follow up – post-implementation review after launch, check-in 2 months after launch and then quarterly, or however often our customer would like to meet 	

		<ul style="list-style-type: none"> • Modii's Call Anyone promise: At Modii, top tier customer service is not something solely provided by the customer service department, it is companywide. Because of that belief Modii encourage our customers to call anyone within the company at any time. • Access to new product releases and versions • Complimentary Annual Solution Review: All Modii customers with a current Agreement are entitled to an annual Solution Review at no additional charge. This review involves a Modii Representative interviewing all key users of the solution to assess how it is being utilized and aligned to the latest requirements of the organization and users. This popular 'value add' service includes recommendations on how to optimize usage of the Modii solution and additional advice around industry best practices. Solution Reviews typically take 4 hours to complete, depending on the organization's size and complexity, and includes comprehensive documentation of Modii's findings and recommendations. <p>Modii's commitment to providing the best customer service has earned a reputation for excellence, and each of our customers trust and respect us. As a result, Modii has a loyal customer base that is willing to recommend our products and services to others, further cementing the reputation of Modii as the best in the industry.</p> <p>Key Features of Modii's Customer Service Program Expert Connection - Customers connect with experts who possess in-depth knowledge of the system. Engagement with individuals involved in building and onboarding the solution ensures a high level of expertise.</p> <p>Email Based Ticketing System - Simple and proactive ticketing system generating service tickets swiftly. Notification to the entire customer service team to prevent concerns from slipping through the cracks.</p> <p>Seamless Integration - Integration between the ticketing system and the engineering team for smooth escalation of issues. Maintains clear communication channels between departments.</p> <p>Modii Support Value Proposition Modii's customer service program is characterized by its human-centric approach, expert-driven support, and a commitment to delivering the right solution with the highest level of service. The program is designed to ensure customer satisfaction through personalized assistance, quick response times, and ongoing support and engagement.</p> <p>Quality of Support</p> <ul style="list-style-type: none"> • Reflects the core ethos of the company. • Emphasis on delivering the right solution with the highest level of service. <p>Human-Centric Approach</p> <ul style="list-style-type: none"> • Personalized service with dedicated account management. • Account representatives provide a greater understanding of specific needs and account history. <p>Customer Service Representatives</p> <ul style="list-style-type: none"> • Knowledgeable, friendly, and empathetic representatives. • No navigation through menus or waiting in queues; direct access to a personal account representative. 	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Modii are willing and able to provide products and services to Sourcewell participating entities in any of the 50 states comprising the United States. Modii's existing customers span across the entire US and to date there has been no issue in the delivery of existing products and services in any customer projects due to location. If awarded, Modii already have several prospective customers that have confirmed their ability to utilize the Sourcewell award to procure Modii's products and services.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Modii are willing and able to provide products and services to Sourcewell participating entities in Canada. Modii's 2024 strategic roadmap includes an expansion into Canada in partnership with several key Canadian-based vendor partners, and the ability to leverage the Sourcewell award would be used extensively to unlock the procurement hurdles that would otherwise be expected.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Modii already offer distribution to all geographic areas of the US and plan on using the Sourcewell contract for all of these locations moving forward. If awarded, the Sourcewell contract will also be heavily utilized as part of the planned expansion into Canada over the next 1-2 years. Modii are eager to develop new strategies in partnership with Sourcewell to further expand into every region of North America.	*

34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Sourcwell participating entity sectors will be fully serviced through the proposed contract. There are no other existing purchasing contracts or agreements that Modii have entered into that would supersede the use of Sourcwell based on geographic area or customer type.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that apply to the participating entities of Sourcwell in Hawaii and Alaska and in US Territories. As Modii are exclusively a cloud software and services provider and do not manufacture or distribute hardware, there are no concerns about import tariffs and/or taxes to these areas.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Modii's marketing strategy to promote the Sourcwell contract would span the breadth of Modii's existing and proven marketing channels and methods. As the intention would be to utilize the contract across all of the sectors involving participating Sourcwell entities, Modii would aim to ensure that all sectors of prospective customers are well-informed about the ability to leverage the Sourcwell contract.</p> <p>Word of Mouth Modii's marketing efforts extend beyond just Modii's channels as the expectation is to actively promote the partnership with Sourcwell and clients by fostering collaborations with Modii's member organizations and numerous vendor partners.</p> <p>Modii intend to market the Sourcwell contract through press releases, blogs, news, and announcements via partnering platforms, newsletters, and social media posts for wider reach and visibility. Due to the innovative nature of Modii's technology the executive branch is routinely invited to speak at events, interviewed by radio and publications, and record podcasts discussing the latest updates from the industry. Modii would leverage these channels to broadcast the news about the contract and Sourcwell as a cooperative purchasing provider.</p> <p>Example member organizations to be used</p> <ul style="list-style-type: none"> • International Parking and Mobility Institute (IPMI) • Open Mobility Foundation (OMF) • Modii's contracted Consulting & Government Relations firms • Leading Smart City Organizations such as: <ul style="list-style-type: none"> o Colorado Smart Cities Alliance o North Texas Innovation Alliance (NTXIA) o North Florida Transportation Planning Organization o Smart North Florida <p>Visibility Modii's community is experiencing steady and remarkable growth each month, reflecting an ever-expanding subscriber base and a continuously growing pool of followers. As the community grows, there has been a simultaneous surge in engagement levels, open rates, and click-through rates, demonstrating the increasing relevance and resonance of Modii's content.</p> <p>Modii's email marketing campaigns are structured around personalized individual emails and informative newsletters. Modii's diverse subscriber base comprises a dynamic blend of influential stakeholders, including city officials, ranging from mayors to parking administrators, university staff, parking vendors, hospital parking authorities, parking personnel in various industries, and vendor partners. This amalgamation of subscribers represents a broad spectrum of industry professionals who eagerly seek valuable insights and information from Modii's communications.</p> <p>By engaging this diverse audience with tailored content, Modii aim to consistently deliver relevant and insightful updates, ensuring messaging resonates with each segment of Modii's subscriber base. This approach not only helps to nurture strong relationships with subscribers but also drives higher open and click-through rates, further fortifying Modii's position as a trusted source of information and expertise in the industry.</p> <p>Modii Monthly Newsletter Analytics Subscribers: 5,434 Average. Open Rate: 60.2% Personalized Email Campaigns To foster connections with potential clients across the United States and around the globe,</p>

Modii have designed a comprehensive email campaign strategy that not only highlights collaborative ventures but also offers insights into the advanced technologies Modii implement. These email campaigns serve as a powerful tool to engage, inform, and attract new prospects.

Modii's email campaigns are instrumental in achieving several crucial objectives, including:

Brand Awareness and Visibility

Through these campaigns, Modii aim to introduce the awareness of the partnership with Sourcewell and increase visibility among a wide audience. By showcasing the successful collaborations and innovative technologies Modii have recently implemented, the aim is to establish Modii as a valuable service provider and Sourcewell as the key participating entity to ease the burden of arduous procurement obstacles to initiating these innovative projects.

Engagement and Demonstrations

In addition, Modii's email campaigns are designed to drive user engagement. Modii strive to entice potential clients to explore the Client Parking Finders and visit the Modii website, providing them with an opportunity to experience the benefits of the collaborative solutions firsthand. The audience are then encouraged to attend the regular Modii webinars and education sessions to better understand how the technology would best benefit their operations.

Personalized Email Campaigns Analytics

Recipients: 6,768

Average. Open Rate: 56.15%

Social Media

Given Modii's reach on LinkedIn, the platform will be used as the key distributor of social media posts and content. Additional platforms such as Twitter, Facebook, Instagram and Youtube will also be utilized. Modii craft engaging and informative content that resonates with our target audience. Often similar content from LinkedIn will be shared on Modii's remaining platforms.

Social Media Posts and Updates

Modii will create a consistent schedule for posting updates about the client partnership on LinkedIn. These updates will highlight the key aspects of the collaboration, such as its goals, benefits, and achievements. The press release and blogs will often take part of the regularly scheduled content by quoting and redistributing the existing content through engaging posts and relevant images. Marketing materials such as videos, newsletters, infographics, images and more will also be shared on social media to drive engagement and awareness of the technology implemented.

Partners and Clients will be tagged in posts across all social media platforms to notify them of updates, maintain a close relationship and transparency. Social media handles will be shared with the appropriate team members to ensure accuracy.

Modii on LinkedIn

On LinkedIn, Modii is dedicated to crafting compelling content that not only captures the interest of our intended audience but also serves to raise awareness of the latest partner developments. Additionally, Modii are committed to sharing thought leadership content, engaging in discussions, and showcasing expertise on subjects directly tied to partnerships. This approach allows for the continued increase of credibility within the emerging industry concept of digital infrastructure and curbside digitization.

Modii encourage partner and client platforms to share these posts within their networks, thereby amplifying the visibility of the collaboration, as Modii will share and engage with partner and client posts on all social media platforms.

LinkedIn Statistics

Followers: 2,156

2023 Analytics

Engagement Rate: 7.33%

Impressions: 41,970

Modii allocates a monthly budget for LinkedIn advertising, with the primary objective of fostering engagement on the company LinkedIn page, boosting brand awareness, and driving traffic to the Modii website. Furthermore, advertising campaigns frequently spotlight Modii's collaborations with industry stakeholders, as well as valued clients from the municipal and education sectors.

2023 Sponsored Analytics

Engagement Rate: 1.07%

Impressions: 352,399

Clicks: 3,380

Additional Social Media Platforms

YouTube – Modii use YouTube to broadcast client video case studies, television segments and podcasts. These in-depth narratives bring the partnership to life, capturing the essence of our collaborative journey.

Instagram - Modii feature collaborative content with partner and client through posts and stories. Partner and client stories will be saved to individual highlight stories and saved to the page. This visual platform is used to showcase the visual facets of our collaboration.

Twitter - Modii deliver scheduled content and news to provide in-depth insights into the partnerships and technology implemented in the projects. In the spirit of transparency and

recognition, Modii make it a point to tag all the involved parties mentioned in our posts, ensuring that credit is rightfully attributed where it is due.

Facebook - Similarly to LinkedIn and Twitter, Modii share scheduled content on Facebook regarding the collaboration where the partners and clients are tagged to ensure that industry networks are well-informed about recent collaborative work.

Written Content

Press Releases

Modii's press releases are released both organically to affiliated publications and industry partners, as well as paid publications to wider national media. Press Releases are written to discuss partner and client collaborations, discussing the technology implemented and Modii news.

Modii plan to be in close contact with Sourcewell to effectively plan and distribute the press release. The parties can choose to write individual press releases or collaborate on one to distribute. All parties will be able to edit and review prior to distribution. The target audience includes smart city publications, parking and mobility publications, industry partners, as well as local and national media.

Affiliated Publications

The press release will be distributed to affiliated publications within the parking and mobility industry. These are outlets that have a vested interest in the partnership and are seeking news developments.

Industry Partners

The press release will be distributed to Modii's industry partners, to be shared within their networks and distributed to an even wider audience. Modii's industry member organizations such as the Open Mobility Foundation, IPMI, myriad smart city organizations across the US, and consulting and government relations firms will share the press release through newsletters, website publications, social media posts and more.

Organic Reach

Modii will organically distribute the press release through an email outreach to a wide database of media contacts, both local and national to the client. The list of media contacts can be shared with all parties involved to ensure the same contacts are not contacted multiple times.

Paid Outreach

Besides organic distribution, Modii will invest in a paid distribution to reach a broader national and mainstream audience. Paid services such as PR Newswire will ensure the press releases to be picked up by national and major news outlets across the country.

Below is a list of key publications Modii was featured in throughout 2023:

- Yahoo News
- Yahoo Finance
- NBC News
- ABC News
- Fox News
- Associated Press
- IPMI and Parking Today Magazines

Blogs and Articles

With each collaboration Modii writes in-depth articles and blogs about the partnership, its objectives, and the solutions being provided together. The blogs also focus on industry trends, challenges, and how the collaboration addresses them, efficiently positioning the partnership as an industry topic. All blogs will be included on the Modii website.

Advertising

Google Ads

Currently, Modii's marketing strategy utilizes Google Ads to drive steady traffic to the Modii website. Similarly to LinkedIn advertisement, Modii will dedicate a set budget to partnership sponsored advertisement. These advertising efforts will direct traffic to specific, strategically chosen destinations on the Modii website, including the client press release and blog pages, as well as other pages which offer in-depth insights into our collaborative endeavors.

Modii is able to closely monitor the impact of these google ads by tracking impressions and clicks, allowing for data-backed decisions to further optimize future sponsored ad campaigns.

Analytics Since May 2023

Impressions: 229,651

Clicks To Modii Website: 4,356

Featured At Industry Conferences

Partner Brochures - In order to spotlight the technology solutions of Modii's key partners, Modii are committed to featuring it in individual partner brochures. These brochures serve as a reference guide for different vendor technologies for which Modii has collaborated with in earlier client projects. The client parking finders are also pictured in the brochures to further illustrate the technology implemented. The brochures are then shared among Modii's network of esteemed partners, in newsletters, and distributed at industry events.

		<p>Client Case Studies - To provide real-world proof of the tangible benefits Modii's technology offers, Modii detail case study documentation upon the successful launch of each client project. These detailed documents showcase how Modii's technology has transformed the operations and experiences of each client. By highlighting the specific challenges addressed, the solutions implemented, and the measurable outcomes achieved, these case studies offer compelling evidence of the value Modii brings to our clients.</p> <p>Client Flyers - Beyond increasing social audiences Modii also recognize the importance of a strong local presence. To this end, Modii's marketing department offer assistance to the client's communication and marketing teams in crafting compelling flyers that effectively communicate the value of the newly launched technology. These flyers are strategically placed in high-visibility areas across the city or university campus, whether it be in business windows or within buildings. By providing eye-catching materials, Modii aim to further drives traffic to the client Parking Finder.</p> <p>Broadcasting Video Case Studies Modii produce video case studies that offer an immersive look into the technology, with features and testimonials from esteemed client officials. These visual narratives provide concrete evidence of the solutions we bring to the table.</p> <p>Podcasts & Radio Interviews Several times per year Modii representatives are invited to be interviewed on third-party industry podcasts. This platform allows for the sharing of insights and experiences with a diverse audience, bolstering industry presence.</p>	
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Modii's use of technology and digital data spans a variety of marketing channels and mediums. Modii's marketing campaigns involve a vast array of meticulously crafted email outreach campaigns, strategic social media strategies, press communications, advertisement campaigns (both online and print media), partnership content, event/conference marketing, and more. The platforms utilized to create these dynamic marketing tools include, but are not limited to: Canva, Woodpecker, Mailchimp, Newswire, SEM Rush, Webflow, Google Search Console, Google Analytics, LinkedIn, Twitter, Facebook, Instagram, Youtube, and new mediums are being added regularly as their value is proven.</p> <p>Modii are attuned to contemporary marketing trends and therefore leverage digital platforms to create impactful campaigns that captivate and engage target audiences. Each marketing campaign undergoes an analysis and performance measurement, measuring the success and providing valuable insights into the effectiveness of each campaign. Platforms such as Google Search Console, Google Analytics, LinkedIn, Facebook, Mailchimp and Woodpecker are designed to provide Modii with a wealth of data, aiding in better planning and understanding of Modii's target goals and audience. Modii's approach to data-driven decision-making allows for the continual optimization of marketing strategies, allowing for the ongoing enhancement of marketing approaches for enduring results.</p>	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Modii appreciate that the award of this contract is designed to be mutually beneficial to both parties. With this in mind, upon award Modii will endeavor to promote the Sourcewell contract through all of our existing channels (both paid and unpaid) and to each individual sector involving Sourcewell participating entities. In reciprocation, Modii would request that Sourcewell provide public notice of the Modii contract award, provide Modii with a dedicated Sourcewell Account Manager, and share the necessary materials and information allowing for Modii to guide our customers on the ease of procurement via Sourcewell. Modii would then train the entire Modii team in the value of the Sourcewell contract and how it is best used in the procurement of new customers. Given the expected value provided by the contract, Modii would aim to include Sourcewell across all of Modii's sales processes – making reference to Sourcewell on our website and in each of our customer-facing brochures and marketing materials, as well as in Modii webinars and at industry conferences where Modii exhibits and presents. Modii sales staff would be trained to mention Sourcewell as a desired procurement option at the start of each sales opportunity.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Modii's products and services are available via our online Order Form, at www.modii.co/order-form More information on the Modii Order Form is detailed in Line Item 29.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All Modii products are cloud-based modern web applications that follow Nielsen's '10 Usability Heuristics for User Interface Design'. As such, each aims to present the users, whether they be parking administrators or members of the public, with an intuitive interface, enabling a very low requirement for any training. That said, Modii do offer complimentary 'train the trainer' training for our clients who have purchased any of the administration modules – Parking Intelligence, Events Planning, and Asset Inventory. These training sessions are usually completed online and recorded for the client to keep. This is to ensure that our clients are able to get the most value from our products as possible. Following training and deployment of a product, each Modii client receives ongoing industry leading support and guidance. Further training can be requested by the client if required.
41	Describe how your products and services will impact safety and reliability; such as improvement to safety of systems for pedestrians, bicyclists, and the broader traveling public, improve emergency response, etc.	<p>Curbside Allocation & Strategic Planning</p> <p>The demand for curbside space in cities has increased significantly, driven by a surge in online shopping and the growth of ride-hailing and food delivery services. Online retail sales, which grew by nearly 32% in 2020 alone, have intensified delivery traffic. Additionally, ride-hailing services, which accounted for over 36% of all U.S. business trips in 2019, have transformed curbside areas into dynamic pick-up and drop-off zones. This rise in curbside activity poses challenges for urban planners in managing traffic and ensuring pedestrian safety.</p> <p>The allocation of curbside restrictions and uses play a critical role in urban safety. Strategically designated curbside areas for activities like parking, loading, and passenger pick-up/drop-off can significantly reduce traffic congestion and minimize hazardous situations. Properly managed curbsides prevent double parking and erratic stopping, which are major causes of traffic disruption and accidents, especially for pedestrians and cyclists. Clear curbside regulations ensure that emergency vehicles have unimpeded access, crucial for timely responses to emergencies.</p> <p>How Modii helps</p> <p>Modii helps drivers and ride hail, delivery and logistics businesses better understand the curbside restrictions in place, in advance, reducing circling and unnecessary trips. In addition to this, Modii helps the cities themselves better understand their supply and breakdown of curbside allocations. Cities have various, complicated and very specific curbside regulations and these by their nature are hard to capture, analyze and model if they have not been digitized. By digitizing the curbside, and importantly, every inch of curbside (not just parking areas as some vendors do), Modii are able to provide cities with a comprehensive view of their curbs that can also be queried by other systems or overlaid with data such as traffic congestion. By bringing both the allocation (supply) of curbsides together with the usage (demand) from occupancy technology, Modii enables cities to strategically plan and model their curbside allocation to reduce congestion and enhance safety for all road and curb users.</p> <p>The Impact of Congestion on Safety</p> <p>City congestion significantly affects road safety and emergency response times. Pedestrians and cyclists, particularly vulnerable in heavy traffic, face increased risks due to limited space and driver distraction. In the U.S., pedestrian fatalities accounted for 17% of all traffic deaths in 2019, a notable rise attributed in part to increased congestion. For cyclists, congested roads mean less visibility and higher collision risks. Emergency response is also hampered by traffic; studies show that in heavily congested areas, response times can be delayed by up to 15%, impacting the effectiveness of emergency services. Reducing congestion is crucial not only for smoother travel but also for enhancing urban safety and emergency response efficiency.</p> <p>How Modii helps</p> <p>Minimizing parking search time in cities is proven to enhance safety, as up to 30% of urban traffic is often caused by drivers circling in search of parking. This reduction in search time decreases both the congestion and driver distraction, accident rates and improves safety for pedestrians and cyclists.</p> <p>No Parking & Pedestrian Safety</p> <p>Illegal parking is perhaps not an obvious factor for pedestrian safety. Nonetheless, research from Europe revealed that 30% to 50% of child pedestrian crashes involved visual obstacles. These visual obstacles are usually parked cars where children are emerging unsighted to cross the road (Child pedestrian's exposure, accidents and behavior – Van der Molen). 'No Parking' zones are well thought out and positioned in such a way as to maximize visibility for both pedestrians and drivers.</p> <p>How Modii helps</p> <p>Modii enables clear and direct education for drivers of all curbside regulations via our public facing Parking Finders, including No Parking areas which are so often strategically placed for pedestrian safety. This reduces the incidences of drivers inadvertently parking in No Parking areas, keeping lines of sight clear and reducing the likelihood of pedestrian collisions.</p>

42	Describe how your products and services will improve curb management to allow dynamic pricing, improvements to business access, traffic flow and curb traffic, and any impacts on essential services.	In providing cities with digital infrastructure of the curbs, Modii enables cities to better manage their curbsides. As mentioned in Line item 41, this can impact congestion and safety. Modii does not provide a platform to manage dynamic pricing, however we do provide cities with the data from both the allocation/supply of the curb and usage/demand to allow cities to analyze the price elasticity of paid parking areas which is crucial in implementing dynamic pricing. Modii also then allows cities to seamlessly communicate dynamic pricing with drivers via the Parking Finder.
43	Describe your ability to perform projects related to the USDOT Smart Grant Program.	<p>From Modii's roots as a pioneer in street-level digital infrastructure technology, Modii has since developed the most advanced digital parking data collection, interpretation and visualization platform in its field. Modii's innovative parking platform now empowers our customers to improve driver experiences, provide alternative transportation options, foster sustainability, ensure safety, streamline management, and pave the way for cutting-edge smart parking & mobility solutions.</p> <p>Modii have been close to the USDOT Smart Grant Program and many of the governmental entities that have secured Smart Grant awards since the initiative was first enacted. As one of only 4 elected vendor members on the Open Mobility Foundation's Technology Council, Modii have an eagerness not only to be selected as vendor in Smart Grant initiatives, but also to contribute extensively to the continued development of the OMF's curbside-data specification (CDS) and mobility-data specification (MDS).</p> <p>Over the course of the last 18 months Modii have been keeping close contact with the Smart Grant recipients that are seeking a digital infrastructure-led basis for their future smart city visions, and after in-depth reviews have confirmation that the Modii platform meets and even exceeds the curbside digitization, integration and data analysis requirements that they have for this initiative. Modii have also proven credibility via the fact that each municipal customer of Modii's in the US has continued to expand their use of the Modii platform after a successful initial implementation into additional capabilities and increased expenditure.</p> <p>While Modii can cover the breadth of the requirements for several of the Smart Grant recipients, there are other cases where Modii can simply provide the initial establishment of the digital infrastructure to underpin the rest of the project. The Modii Platform has been designed from the ground up to provide bi-directional dataflow capabilities, and Modii's willingness to work with existing and future technology vendor partners at each customer site provides the flexibility that municipalities require in the incremental development of effective solutions for their transportation administration and their communities.</p> <p>Modii appreciate that no two projects are the same, and while Modii offer what can be considered a turnkey solution for municipal customers, every project that Modii partner with a city to implement involves the scoping, design and incorporation of the nuances of the local area to ensure the end deliverables are a match to the outcomes and value the customer sought from project inception.</p> <p>Modii's technology, implementation methodology, subject-matter expertise and ongoing customer service are an ideal fit for many of the Smart Grant awardees, and Modii stake our reputation on this by offering Modii's entire customer base as potential reference sites to those interested in learning about the success that has been achieved via partnership with Modii.</p> <p>Due to Modii's vast experience in similar engagements to date, Modii have won awards from Smart City organizations such as the Colorado Smart City Alliance and Smart North Florida, as well as grants from the Australian Federal Government and The North Central Texas Council of Governments. Modii are also constantly conducting research into the optimization of the Modii platform, such as the current multi-year study being performed by Modii in partnership with Professors and PHD students from the Department of Civil Engineering at the University of Texas at Arlington, recently selected for presentation at the 2024 IPMI Conference in Columbus Ohio.</p>

44	Describe any technological advances that your proposed products or services offer.	<p>Modii's platform represents an innovative solution specifically crafted for the parking and transportation industry, utilizing a world-class blend of cloud components from both Amazon Web Services (AWS) and Google. This combination ensures that the platform is not only robust and scalable but also benefits from the unique strengths of both AWS and Google's cloud technologies.</p> <p>A central focus of Modii is on high availability, guaranteeing that users have consistent and reliable access to the platform's features. This is crucial for meeting the demanding and dynamic needs of the parking and transportation sector.</p> <p>Another significant aspect of the platform is the development of specialized services and algorithms. These are designed for efficiently handling the import and export of parking information, adhering to industry best practices and standards. This approach ensures that Modii's platform aligns with the latest developments and requirements in the field, including but not limited to the Curb Data Specification by the Open Mobility Foundation.</p> <p>In addition to these features, Modii has also developed proprietary technology that offers unique parking insights and accurate predictions. This technology leverages data from multiple parking and transportation sources, synthesizing it into actionable intelligence. The result is a platform that not only manages parking data but also provides predictive insights, helping users navigate the complexities of parking and transportation with greater ease and efficiency.</p> <p>Modii has also created quick-to-market internal tooling that enables us to quickly respond to the changing needs of our customers parking ecosystem. This means that we can quickly make changes to restrictions and policies. In addition, our purpose-built Events solution gives our customers even greater flexibility in scheduling planned and even adapting to unplanned events in your city. These tools give our customers ultimate control. Further, our customer service team is happy to accommodate these changes on your behalf and extend your workforce.</p>	*
45	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As part of the above mentioned partnership with Professors and PHD students from the Department of Civil Engineering at the University of Texas at Arlington, additional research students from Texas A&M University are installing greenhouse gas emission sensors at strategic points located throughout the high-demand parking areas of the UTA campus, then measuring the impact in emission reductions as a direct result of the UTA Parking Finder that Modii have deployed.</p>	*
46	Detail any benefits or impact on the climate realized from your offering such as: the reduction of congestion and/or air pollution, including greenhouse gases or improvement of energy efficiency.	<p>Modii's products at their core enable our clients to tackle green initiatives including reducing emissions from vehicles due to better understanding their curbside options in a city. A key mission of Modii's is to create smart, equitable, and sustainable mobility solutions by digitizing urban spaces.</p> <p>Modii's innovative digital infrastructure is already helping to optimize the movement of people in cities and university campuses worldwide. Our inventive parking solutions empower customers to improve drivers' experiences, foster sustainability, ensure safety, streamline management, and pave the way for cutting-edge smart parking & mobility solutions.</p> <p>Modii platform aims to:</p> <ul style="list-style-type: none"> • Alleviate congestion, minimize vehicle emissions and noise pollution by directing public, ride-hailing, and logistics drivers to suitable parking, pick-up/drop-off locations, and prominently display alternative transportation options. • Enhance safety by reducing the need for drivers to circle in search of parking, promoting designated pick-up and drop-off zones, increasing compliance, and limiting driver distractions while searching for parking and deciphering complex signage and permit rules. <p>As mentioned, there is also an ongoing study in partnership with the University of Texas and at Arlington and Texas A&M University which is set to test a number of hypotheses including that deploying the Modii platform on campus can lead to less congestion and emissions from vehicles.</p>	
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>While none exist at present, Modii plan to seek eco-labels ratings and certifications as an outcome of the ongoing research study referenced above, set for completion before the end of 2024.</p>	*
48	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>N/A – While Spot Parking in Australia was co-founded by Elizabeth Zealand, former Deputy Director of Transportation for Transport NSW and now Chairperson of the Modii Board of Directors, this does not qualify Modii as a WMBE in the United States.</p>	*

49	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Built over the course of 4 years of research and development specifically dedicated to digital infrastructure, Modii have developed proprietary software tools and processes to enable the rapid and accurate collection, interpretation, geolocation and visual mapping of curbside and off-street parking and road rules, and additional points of interest. The technology has been built to scale to the size of a large modern city, exhibited by its successful use to map the entire central business district of Sydney, Australia.</p> <p>Curbside and off-street parking assets are mapped down to the level of the individual bay, applying a unique ID to each to allow for the application of complex rules and changing parking allocations/entitlements by time of day or specific event. This allows Modii to then analyze and report on the utilization of bays, bay groups and at a structure-level where occupancy measurements are regularly conducted via a multitude of IoT devices that Modii integrate.</p> <p>Each of Modii's digital infrastructure design tools operate in full adherence to the Open Mobility Foundation's CDS and MDS data specifications.</p> <p>Modii's Proprietary Tools and Products</p> <p>Please note that Modii's patent attorneys have prepared patent applications for each of the below listed solutions, set for submission in December 2023.</p> <p>Modii Curbside Data Collection Tool</p> <p>Trained on over one million signs and parking assets globally, even the most complex curbside regulations can be collected and translated to provide meaningful and standardized data in a digital format via Modii's API.</p> <p>Data includes - but is not limited to - a geolocated raw image of sign or regulatory asset, as well as interpreted data regarding the type of sign (parking, no stopping, ADA, loading zone, drop off, car share, bus zone, taxi zone), time dynamic rules of the sign, and number of car spaces per zone.</p> <p>Modii Map Off-Street Data Mapping Tool</p> <p>Modii Map was initially established to map the complex parking structures of a modern university campus in partnership with CampusParc - the private parking administrator at The Ohio State University.</p> <p>In the time since it has been refined by civil engineer professors from The University of Texas to digitize any type of off-street parking assets and drive precise wayfinding rendering.</p> <p>The solution has been designed to enable the Modii project delivery representatives to remotely map multi-floor structures without the need to visit the customer site.</p> <p>Modii Asset Inventory Module</p> <p>Established for the customer during Modii's initial data collection, the Asset Inventory Module provides City Administrators with a valuable time-saving alternative to manual curb asset inventory methods, streamlining the asset management process for the city.</p> <p>The solution enables Administrators to remotely view parking assets and the regulations set down by each, as well as generate and export reports for the coordination of operations teams.</p> <p>Modii also provides a group of APIs along with client libraries, language-specific examples, and documentation to help the City develop applications that integrate with the Modii Platform and data.</p> <p>Modii Event Planning Module for Cities and Campuses</p> <p>Built in partnership with the team at CampusParc at the Ohio State University, the Modii Event Planning Module has been built to allow for the dynamic changes of parking rules and entitlements down to the level of the individual bay, baygroup or at a structure-level. Modii's campus customers leverage this solution to create and configure parking templates specific to special events, construction, forthcoming closures and other times at which parking changes are in force.</p> <p>The tool allows for the changes to be published to the Parking Finder weeks ahead of the event, set to be active for specified time ranges and alongside corresponding messaging and alternate routes. It also offers Real-time event parking availability including automation to show areas at capacity in real-time, and recommendations on best access point to campus based on destination and live conditions.</p> <p>The solution has since been adapted for municipalities in partnership with the team at the City of St. Augustine, existing Modii customer. This allows for not only temporary changes to be made to off-street parking assets but for curbside assets as well.</p> <p>Modii Parking Intelligence Operations Dashboard</p> <p>The Modii Parking Intelligence operations dashboard is engineered to be future-proof, constantly evolving alongside the incremental expansion of customer operations. It features a state-of-the-art reporting engine that not only offers in-depth metric analysis, it also adapts to emerging trends with the addition of new smart city technologies and functionalities.</p> <p>Designed to accommodate a spectrum of data from diverse vendor systems and IoT hardware suppliers, the platform delivers insights ranging from standard occupancy to sophisticated predictive analytics. This ensures that our clients are equipped with a robust, scalable system for real-time and historical data analysis, solidifying our platform as a comprehensive and enduring solution for parking asset management.</p> <p>Please see Table 14A, Line item 78 for expanded information on each of the above</p>
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solutions.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
50	Do your warranties cover all products, parts, and labor?	N/A - Modii do not sell any hardware items. Modii does not provide equipment as the Modii Platform solutions are entirely cloud-based. Modii's technology implementations are covered by a limited warranty agreement with our customers as follows: "Modii warrants, for (customers) benefit only, that each Modii Product will operate in substantial conformity with the applicable documentation. Modii t's sole liability (and customer sole and exclusive remedy) for any breach of this warranty shall be, at no charge to customer, for Modii to use commercially reasonable efforts to correct the reported non-conformity, or if Modii determines such remedy to be impracticable, either party may terminate the applicable Subscription Term and customer shall receive as its sole remedy a refund of any fees customer has pre-paid for use of such Modii Product for the terminated portion of the applicable Subscription Term."
51	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	N/A - Modii do not sell any hardware items.
52	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A - Modii do not sell any hardware items.
53	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	N/A - Modii do not sell any hardware items.
54	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	N/A - Modii do not sell any hardware items.
55	What are your proposed exchange and return programs and policies?	N/A - Modii do not sell any hardware items.
56	Describe any service contract options for the items included in your proposal.	N/A - Modii do not sell any hardware items.

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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57	Describe any performance standards or guarantees that apply to your services	<p>Modii SLA Standards and Guarantees</p> <p>Uptime Commitment Uptime is the percentage of total possible minutes Modii was available during a calendar quarter. Our commitment is to maintain at least 99.90% uptime: $\frac{((\text{total minutes in quarter} - \text{downtime}) / \text{total minutes in quarter}) > 99.90\%$</p> <p>Downtime Downtime is the overall number of minutes Modii was unavailable during a calendar quarter (i.e., 1 January to 31 March and every three-month period after that). Modii calculates unavailability using server monitoring software to measure the server-side error rate, ping test results, web server tests, TCP port tests and website tests. Downtime excludes the following:</p> <ul style="list-style-type: none"> • Issues that are related to external apps or third parties • External network or equipment problems outside of our reasonable control, such as bad routing tables between your internet service provider (ISP) and our server • Scheduled downtime <p>Scheduled downtime for maintenance On rare occasion, Modii need to perform maintenance to keep the Modii platform working smoothly. If scheduled downtime is necessary, Modii guarantee to provide customers with at least 24 hours advance notice. In a year, scheduled downtime is not to exceed 10 hours.</p> <p>Service credit If Modii fall short of the promised uptime commitment, credit will be added to each affected account equal to 10 times the amount that the client paid during the period Modii was down (known as service credit). Service credit is not a refund, cannot be exchanged into a cash amount, is capped at a maximum of 30 days of paid service, requires you to have paid any outstanding invoices and expires upon termination of your customer contract. Service credit is the sole and exclusive remedy for any failure by Modii to meet its obligations under this SLA.</p> <p>Change requests for data Modii's client environments require update if changes are made to curbside regulations/rules to ensure the data is current. Modii request to be notified at least 7 days prior to the change going into effect. Changes will then be processed within 2 business days.</p>
58	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Modii's Customer Service Model For Modii, the quality of our support services speaks to the core of our company ethos. Our philosophy is simple – deliver the right solution with the highest level of service and the implementation will be a success. Once delivered, we maintain this level of service by providing the very best ongoing support, ensuring our long-term business relationship. Modii invest in hiring the best customer service representatives who are knowledgeable, friendly, and most importantly, empathetic. When a customer reaches out to Modii for customer service, they do not need to navigate menus or wait in a queue to speak to a representative. Modii provide an account representative that services them personally. This provides a greater level of understanding to their specific needs and the history of their account with Modii, building the relationship and creating a true partnership for life.</p> <p>Modii's customer service program is designed to provide a personalized and expert-driven experience, ensuring that customers receive support from individuals intimately familiar with the customers system. The process begins with 24/7 accessibility via phone or email, allowing customers to engage with the very experts who have contributed to building and onboarding the customers' solution.</p> <p>All Modii customers receive the following key support offerings:</p> <ul style="list-style-type: none"> • Dedicated Account Management and Expert Consulting for all parking related matters, not just Modii products • Guaranteed 15-minute request acknowledgment from a support representative, 24/7 • Consistent follow up – post-implementation review after launch, check-in 2 months after launch and then quarterly, or however often our customer would like to meet • Modii's Call Anyone promise: At Modii, top tier customer service is not something solely provided by the customer service department, it is companywide. Because of that belief Modii encourage our customers to call anyone within the company at any time. • Access to new product releases and versions • Complimentary Annual Solution Review: All Modii customers with a current Agreement are entitled to an annual Solution Review at no additional charge. This review involves a Modii Representative interviewing all key users of the solution to assess how it is being utilized and aligned to the latest requirements of the organization and users. This popular 'value add' service includes recommendations on how to optimize usage of the Modii solution and additional advice around

		<p>industry best practices. Solution Reviews typically take 4 hours to complete, depending on the organization's size and complexity, and includes comprehensive documentation of Modii's findings and recommendations.</p> <p>Modii's commitment to providing the best customer service has earned a reputation for excellence, and each of our customers trust and respect us. As a result, Modii has a loyal customer base that is willing to recommend our products and services to others, further cementing the reputation of Modii as the best in the industry.</p> <p>Key Features of Modii's Customer Service Program Expert Connection - Customers connect with experts who possess in-depth knowledge of the system. Engagement with individuals involved in building and onboarding the solution ensures a high level of expertise. Email Based Ticketing System - Simple and proactive ticketing system generating service tickets swiftly. Notification to the entire customer service team to prevent concerns from slipping through the cracks. Seamless Integration - Integration between the ticketing system and the engineering team for smooth escalation of issues. Maintains clear communication channels between departments.</p> <p>Modii Support Value Proposition Modii's customer service program is characterized by its human-centric approach, expert-driven support, and a commitment to delivering the right solution with the highest level of service. The program is designed to ensure customer satisfaction through personalized assistance, quick response times, and ongoing support and engagement.</p> <p>Quality of Support</p> <ul style="list-style-type: none"> • Reflects the core ethos of the company. • Emphasis on delivering the right solution with the highest level of service. <p>Human-Centric Approach</p> <ul style="list-style-type: none"> • Personalized service with dedicated account management. • Account representatives provide a greater understanding of specific needs and account history. <p>Customer Service Representatives</p> <ul style="list-style-type: none"> • Knowledgeable, friendly, and empathetic representatives. • No navigation through menus or waiting in queues; direct access to a personal account representative.
59	Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions.	<p>Modii do not have access to all the data sources required to measure cost savings or performance improvements within our client's diverse and complex environments. We rely upon clients who are willing to measure and share this data with Modii and clients who have agreed to a specific project to track these metrics.</p> <p>Modii do, however, have an ongoing study that is taking place at the University of Texas at Arlington which is looking to answer these questions within a university campus environment, providing data-led examples of the precise areas that the university receives a return on investment from the Modii platform and quantifying each. The goal is to optimize the return to the university while at the same time elevating the customer experience.</p>

60	Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future.	<p>Modii has strategically embraced the Curb Data Specification (CDS) as a core component of its operational framework. This decision marks a significant step in aligning Modii's internal data structuring methodologies with industry standards, ensuring both robustness and consistency in its operations. The Curb Data Specification, renowned for its comprehensive approach to organizing and standardizing data related to urban mobility, particularly curb management, serves as the foundational baseline for Modii's data architecture.</p> <p>This alignment not only streamlines Modii's internal processes but also reinforces its commitment to providing high-quality, standardized data solutions. In our pursuit to cater to diverse customer needs, Modii has developed multiple channels for data dissemination, including but not limited to the CDS format. This multipronged approach ensures that Modii's clients have access to a variety of data formats, tailored to meet their specific requirements, while maintaining the integrity and consistency guaranteed by the CDS framework.</p> <p>Adherence to the Open Mobility Foundation's Curbside Data Specification The Open Mobility Foundation's CDS is a digital tool that helps cities and vendors pilot and scale dynamic curb zones. CDS provides a mechanism for expressing static and dynamic regulations, measuring activity at the curb, and developing policies that create more accessible, useful curbs.</p> <p>Modii's data collection and assimilation methodology ensures alignment with the CDS guidelines in all facets of the solution. As an elected member of the OMF Technology Council, Modii benefits from the collaborative ecosystem fostered by the OMF, promoting innovation, interoperability, and the development of products managing public right-of-way, specifically tailored to meet the unique needs of each municipal customer.</p> <p>Modii not only adopts the CDS framework but actively supports this and other OMF standards to enhance urban curb management, reflecting a commitment to data-driven, sustainable, and efficient transportation solutions.</p> <p>Adhering to the guidelines of the Open Mobility Foundation (OMF) is crucial for Modii for several reasons. Firstly, OMF promotes the use of open-source code and open standards APIs. By following these guidelines, Modii can leverage open-source technologies, benefiting from the collaboration of a diverse ecosystem of private companies and public agencies. This collaboration fosters innovation, interoperability, and the development of new products that manage and utilize the public right-of-way. Secondly, OMF encourages the creation of competitive markets for products and services based on open-source projects within the foundation. This emphasis on competition drives innovation and ensures that customers have access to a variety of offerings, leading to better quality and more affordable solutions.</p>
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61	Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems.	<p>Building on its expertise in data management, Modii has integrated the Mobility Data Specification (MDS) into its suite of services, enhancing its ability to support customers focused on promoting diverse transportation services. MDS, a versatile and comprehensive data standard, primarily caters to the management and regulation of micro-mobility services, such as bikes and scooters.</p> <p>By utilizing MDS, Modii effectively facilitates its customers in streamlining their transportation offerings, ensuring efficient and informed decision-making within its applications. This integration allows for a seamless and dynamic interaction between service providers and urban mobility infrastructures. Moreover, Modii's expertise and application of MDS have catalyzed its expansion into new realms, particularly in logistics analysis.</p> <p>Leveraging the insights gained from MDS, Modii has successfully ventured into the analysis of truck parking logistics, a critical aspect of urban transportation and supply chain management. This expansion signifies Modii's versatility and innovative approach to applying data specifications beyond their conventional scope, thus broadening its service offerings and contributing to more efficient and intelligent urban mobility solutions.</p> <p>Furthermore, adhering to the OMF guidelines allows Modii to contribute to the development and improvement of the MDS. By actively participating in the development of MDS, Modii are helping to shape the future of mobility management and contribute to the advancement of industry standards.</p> <p>Overall, adherence to the Open Mobility Foundation guidelines offers Modii the opportunity to collaborate with industry experts, benefit from open-source technologies, foster competition, and contribute to the development of industry standards.</p> <p>Having Modii's Vice President of Product, Jason Schulz, on the Open Mobility Foundation (OMF) Technology Council brings an added layer of strategic advantage to the company. By actively participating in the decision-making processes of the foundation, Modii can directly influence the direction of open-source initiatives and standards. This involvement not only ensures that Modii stays at the forefront of industry developments but also provides a platform to advocate for Modii's specific needs and priorities within the broader context of the OMF.</p> <p>Additionally, being part of the board enables Modii to network with key stakeholders, gain insights into emerging trends, and establish collaborations that can further elevate our company's position in the dynamic landscape of mobility management. In essence, having a seat on the OMF Technology Council recognizes Modii's Vice President of Product as a thought leader and influencer, amplifying Modii's impact on the shaping of industry standards and the future of open mobility.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	<p>Modii typically operate under net30 payment terms unless otherwise agreed upon with the customer. Accepted forms of payment include ACH, Check Payment, or direct deposit.</p> <p>For Municipal Customers</p> <ul style="list-style-type: none"> • All figures represent our not to exceed price • All Modii professional services required for implementation are included in the Purchase & Implementation Price • All dollars are shown in USD or CAD, any applicable sales tax will be added to the invoice. • Modii will invoice the customer for 50% of the total purchase & implementation price immediately after project kickoff meeting, with the remaining 50% to be paid upon successful completion of the full implementation project scope. • Annual SaaS, Maintenance & Support contract starts from 12 months after date of project kickoff meeting, or upon implementation completion, whichever occurs first. This date becomes the annual renewal date for the ongoing SaaS, Maintenance & Support. • Modii will not be liable, nor will pay any unforeseen third-party costs charged by other vendors for integration or data exchanges, these costs are to be covered by the customer (e.g. licensing). • Modii will not be liable for delays and alterations to scope that arise from either third parties, or the Customer. • Should the customer wish to discontinue the contract, notice is to be provided to Modii at least 30 days prior to renewal. <p>For Education Customers</p> <ul style="list-style-type: none"> • All figures represent our not to exceed price • All Modii professional services required for implementation are included in the Purchase & Implementation Price • All dollars are shown in USD, any applicable sales tax will be added to the invoice. • Modii will invoice the customer for the full Purchase & Implementation Price immediately after project kickoff meeting. • Annual SaaS, Maintenance & Support contract starts from 6 months after date of project kickoff meeting, or upon implementation completion, whichever occurs first. This date becomes the annual renewal date for the ongoing SaaS, Maintenance & Support. • Modii will not be liable, nor will pay any unforeseen third-party costs charged by other vendors for integration or data exchanges, these costs are to be covered by the customer (e.g. licensing). • All professional services work to be performed remotely unless otherwise specified. If travel is requested by customer, travel costs and accommodation are invoiced to customer. • Modii will not be liable for delays and alterations to scope that arise from either third parties, or the Customer. • Should the customer wish to discontinue the contract, notice is to be provided to Modii at least 30 days prior to renewal.
63	Describe any leasing or financing options available for use by educational or governmental entities.	N/A – Modii do not offer leasing or financing options available for use by educational or governmental entities.
64	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Contained as attachments within the Modii response to the Sourcwell RFP are the following documents and agreements:</p> <ul style="list-style-type: none"> • Service Level Agreement • End User Licensing Agreement • Privacy Policy document • Example Modii Proposal documents
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Modii have not previously accepted P-card procurement and payment process, though upon review are willing to consider this option for Sourcwell participating entities.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Modii's pricing model has been refined through years of experience in municipal and education engagements, understanding the needs of the customer from a procurement perspective and refining Modii's pricing model to match. We strongly believe Modii's pricing model to be one of, if not the most simplified method of quoting and invoicing customers, as regularly mentioned to us by prospective customers.</p> <p>Within the Attached 'Modii Priceshet' document, Modii have provided discounts (noted by line-item) of 10% off MSRP across the entirety of the Modii solution set, including in subsequent years post-implementation for the renewal of Modii's Annual SaaS, Maintenance & Support contract. This will last for the entirety of the duration of the award contract signed between Sourcewell & Modii. SKU numbers have been provided for each to ensure clarity of the quoting process, and allowing for easy invoicing between parties.</p>
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Sourcewell participating entities are to be provided with a 10% discount off MSRP across the entirety of the Modii solution set, including in subsequent years post-implementation for the renewal of Modii's Annual SaaS, Maintenance & Support contract. This will last for the entirety of the duration of the award contract signed between Sourcewell & Modii.</p>
68	Describe any quantity or volume discounts or rebate programs that you offer.	<p>For Modii municipal customers that are considered to be enterprise-sized digital infrastructure implementations – that is, over 10 square miles of digitized curbs and offstreet parking assets, Modii offer the following volume discounts:</p> <p>US Customers:</p> <ul style="list-style-type: none"> • Fee per square mile of digital infrastructure (up to 10 sq. miles) - USD\$11,000 • Fee per additional square mile of digital infrastructure (over 10 square miles) - USD\$6,500 <p>Canadian Customers:</p> <ul style="list-style-type: none"> • Fee per square mile of digital infrastructure (up to 10 sq. miles) - CAD\$14,300 • Fee per additional square mile of digital infrastructure (over 10 square miles) - CAD\$8,450 <p>The Sourcewell 10% discount is also then applied to the final amount, representing a dramatic volume discount for enterprise customers procuring the Modii platform via Sourcewell.</p> <p>Post-implementation and successful go-live, the Modii (Municipal) Annual SaaS, Maintenance & Support contract is calculated at 30% of the total purchase & implementation cost. This means that the customer volume discount continues into the ongoing annual contract with Modii.</p>
69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Modii will work with the Sourcewell participating entity, alongside our vendor partner network, to complete a needs analysis to help determine the additional hardware, products or related services required to fulfil the requested solution. The sourced hardware, products or services will then be procured as necessary, and the complete solution will be presented to the Sourcewell participating entity in a quote with nonstandard options identified and priced for each request.</p>

70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>As Modii are exclusively a cloud-services provider, there are minimal overheads to be considered to build an implementation quote for a prospective customer, and the expected costs of the implementation are easily identified up-front. There is no need to travel to the customer site to prepare an initial quote unless nonstandard options are requested.</p> <p>Any ad-hoc consulting or development work not able to be quoted as part of the initial implementation cost (such as when a multi-day scoping workshop is first required) will be documented and estimated, and a subsequent quote provided to the customer as a variation order according to the rate card below.</p> <p>Modii - Consulting & Development Ratecard (USD) Project Director \$240/hr (\$1,920/day) Project Manager - \$165/hr (\$1,320/day) Solutions Architect - \$290/hr (\$2,320/day) Senior Engineer - \$240/hr (\$1,920/day) Junior Engineer - \$140/hr (\$1,120/day)</p> <p>Modii - Consulting & Development Ratecard (CAD) Project Director \$313/hr (\$2,500/day) Project Manager - \$213/hr (\$1,700/day) Solutions Architect - \$375/hr (\$3,000/day) Senior Engineer - \$313/hr (\$2,500/day) Junior Engineer - \$188/hr (\$1,500/day)</p>	*
71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A – As the entire Modii platform is cloud-based, Modii do not charge freight, delivery, or shipping charges. Modii's partner vendors providing IoT hardware to be utilized via integration with the Modii platform may charge additional costs, to be quoted on a case-by-case basis dependent on the specific requirements of the customer.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A – As the entire Modii platform is cloud-based, Modii do not charge freight, delivery, or shipping charges. Modii's partner vendors providing IoT hardware to be utilized via integration with the Modii platform may charge additional costs, to be quoted on a case-by-case basis dependent on the specific requirements of the customer.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Modii's proprietary off-street digital infrastructure mapping tool – Modii Map – has been designed to enable the Modii project delivery representatives to remotely map surface lots and multi-floor structures without the need to visit the customer site. The solution has been built to map multi-floor structures down to the level of the individual bay, applying a unique ID to each individual bay to allow for the application of changing parking allocations/entitlements by time of day or specific event. This also allows for the analysis and reporting of parking utilization of bays, bay groups and at a structure-level where occupancy tracking technology exists.</p> <p>For Modii customers with exclusively off-street parking assets to be digitized, such as over 90% of Modii's university campus customers, there is no need for Modii team members to visit the site, drastically reducing the cost of implementation to Modii and allowing Modii to offer unmatched pricing in comparison to any competitive product encountered to date.</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	d. other than what the Proposer typically offers (please describe).	<p>The discount that Modii has offered to Sourcewell has not been offered previously as Modii have continued to grow with the market momentum and has only recently started offering a more enterprise-level pricing model due to the larger expenditure budgeted by prospective clients, such as via the USDOT Smart Grant initiative.</p> <p>This pricing model (without Sourcewell discount) is currently being used by Modii to sell directly to customers, though has not previously been offered to GPOs, cooperative procurement organizations or state purchasing departments.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
75	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>At Modii, we take our contractual obligations very seriously. To ensure that Sourcewell participating entities obtain the proper pricing, we maintain our Sourcewell pricing spreadsheet that is used by our internal sales team from which to provide quotes to prospective clients. Our online order form will have a checkbox for Sourcewell entities to designate themselves as such, to ensure that any online enquiries are classified and dealt with correctly. All sales staff will be trained on ensuring at the outset of every sales conversation to check if the client is a participating Sourcewell entity, if not they will make sure the client is aware of our procurement channel with Sourcewell in case this is preferable for them to ease their procurement process.</p> <p>To ensure we report all sales under the Contract each quarter, we use our CRM to flag all orders in the quoting process as well as when orders are processed once a PO has been received. We already use this system and methodology to manage attribution of our current sales channels including finder's fees or other parts of our external sales force which attract various commissions.</p> <p>To ensure we remit the proper administrative fees to Sourcewell, there will be an internal sales data audit using two-person integrity before reporting, calculating and remitting the proper fees to Sourcewell. This data is then aggregated into the Sourcewell tracking spreadsheet.</p>
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If Modii are awarded the contract with Sourcewell, our internal metrics to measure success will be the monthly sales volume of Sourcewell entities and change in sales volume of Sourcewell entities month on month. This is in addition to our usual tracking of success with clients for things like customer satisfaction and timeliness of implementation.
77	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Modii proposes a 1.5% administrative fee for all Purchase & Implementation fees charged to Sourcewell entities and a 1% administrative fee for all ongoing Annual SaaS, Maintenance & Support fees charged to Sourcewell entities.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
78	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Note - Please refer to the 'Modii Official Proposal Document' attached as part of this proposal for greater details and pictures/screenshots/live examples of the products.</p> <p>Modii's Proprietary Parking Digitization Technology</p> <p>Curbside Parking Data Collection Tool</p> <p>The most advanced digital on-street data collection and interpretation tool in its field. Over four years of research and development, Modii have developed software and processes to enable the rapid and accurate collection, geolocation and interpretation of curbside and off-street parking and road rules. Trained on over one million signs and parking assets globally, even the most complex curbside regulations can be collected and translated to provide meaningful and standardized data in a digital format via Modii's curbside API.</p> <p>Data includes, but is not limited to, a geolocated raw image of sign, as well as interpreted data regarding the type of sign (parking, no stopping, disabled, loading zone, drop off, car share, bus zone, taxi zone), time dynamic rules of the sign, and number of car spaces per zone.</p> <p>Modii Map Off-Street Data Mapping Tool</p>

Modii Map was initially established to map the complex parking structures of a modern university campus in partnership with CampusParc - the private parking administrator at The Ohio State University.

In the time since it has been refined by civil engineer professors from The University of Texas to digitize any type of off-street parking assets and drive precise wayfinding rendering.

The solution has been designed to enable the Modii project delivery representatives to remotely map multi-floor structures without the need to visit the customer site. Our solution has been built to map multi-floor structures down to the level of the individual bay, applying a unique ID to each individual bay to allow for the application of changing parking allocations/entitlements by time of day or specific event. This also allows for the analysis and reporting of parking utilization of bays, bay groups and at a structure-level where occupancy tracking technology exists.

Modii's Product Portfolio

For Communities

Modii Parking Finder

To benefit the local community and members of the public in general, Modii deploy an interactive Parking Finder as part of each implementation - offering personalized, interactive parking guidance to all visitor types. The Parking Finder is a visualization of time-dynamic parking rules and entitlements collected as part of the initial parking data collection. White-labeled to each customer and deployed as a webapp, the Parking Finder also displays live data from the integrated systems, offering a centralized interface for all up-to-the-minute parking & mobility information, accessible from any device and providing a consistent experience across each.

Real-time Parking Availability is displayed for all locations being tracked (curbside and off-street), with multiple availability display types possible, including predicted availability at future times. These predictions are continuously refined daily based on the ingestion of historical and current data and by Modii's calculation algorithms built on machine learning.

Administrators can remotely publish dynamic changes to the Parking Finder such as the impact of events, construction and closures, alongside corresponding notifications to users. The Parking Finder acts as a valuable community consultation tool, and allows Modii customers to demonstrate innovation to their constituents.

Key Features

- Interactive Parking Finder offering personalized, interactive parking guidance to all visitor types, with a consistent experience from any device without the need to first download an app.
- A single centralized interface for all up-to-the-minute parking & mobility information - including the ability to see parking conditions at future times for trip planning (such as during events).
- Real-time parking availability for all locations currently being tracked by occupancy, with multiple display types available. Predicted availability can also be viewed at future times.
- Tailored parking filters, including permit view & driver subcategories - allowing for a personalized view of parking options and availability specific to the entitlements of the user and their destination.
- All points of interest are easily included, such as ADA spaces, rideshare pickup / drop zones, EV charging stations, micro-mobility hubs, emergency buildings and other key destinations of note.
- Live notification ability from transportation administrators to users. Enables real-time communication to the community about coming events, construction/closures and other details.
- White-labeled branding & design, deployed as a webapp, and able to be linked to from any location (e.g. Transportation website, within payment apps, email communications, QR codes and more).

Included Services

- Digitization of all parking spaces both on-street and off-street across the required area(s).
- Complimentary updates on request, such as when new parking locations are established.
- Modii's ongoing hosting, support & maintenance. Note that due to the familiar map interface, users do not require training to use the Parking Finder.

For Administrators

Modii Asset Inventory Module

Enable Administrators to seamlessly view, query, and manage their parking assets. Established for the customer as a product of Modii's initial data collection, the Asset Inventory Module provides City Administrators with a valuable time-saving alternative to manual curb asset inventory methods, streamlining the asset management process for the city.

The solution enables Administrators to remotely view parking assets and the regulations set down by each, as well as generate and export reports for the

coordination of operations teams.

Modii also provides a group of APIs along with client libraries, language-specific examples, and documentation to help the city develop applications that integrate with the Modii Platform and data.

Key Features

- Built on Modii's comprehensive data collection, the Asset Inventory provides a valuable, time-saving alternative to manual inventory methods, streamlining the asset management process for city operators.
- Remotely view parking assets, allowing for the effective planning and management of ground-level parking assets and helping to streamline planning and reporting utilizing asset logic and conditions.
- Powerful reporting and exporting features, enabling quick access to detailed information on parking signs and other assets for immediate action like issuing work orders or coordinating operational teams.
- Lat-long coordinates for each data point, alongside an image and a classification ID.
- Raw data available for ingestion to GIS and asset management systems.

Included Services

- Audit of street-level parking assets throughout the collection phase, ensuring the regulations on the ground match those that are the displayed within the system. Modii typically uncover parking allocation conflicts throughout the process and provide the city with a list of updates to be attended to prior to launch.
- Creation of the digital assets by street and configuration of display within the Modii Asset Inventory.
- Key user training & ongoing support by Modii to the City Administration.

Modii Event Planning Module

Plan upcoming event parking, perform temporary parking adjustments and communicate impacts

Key Features

- Create and configure event parking templates and publish to the Parking Finder for set time ranges.
- Communicate event parking options and impacts weeks ahead of the event via Parking Finder.
- Create temporary parking adjustments to account for construction and other closures and publish to the Parking Finder with corresponding messaging and alternate options for parking.
- Set parking down to an individual space-level for each of the event parking locations, allowing for the pre-planning of high-demand locations and overflow parking, and other space-specific options.
- Real-time event parking availability including automation to show areas at capacity in real-time.
- Route guidance capabilities on event day according to real-time conditions and pre-set routes.
- Full audit trail allows for the ability to see changes that have been published, when and by whom.

Included Services

- Key user training & ongoing support by Modii to the customer Administration.
- Establishment of example introductory event parking templates and configurations.
- Key user training & ongoing support by Modii to the customer Administration. *

Modii Parking Intelligence Operations Dashboard

Unified Operations Dashboard providing key parking utilization metrics, reports and insights

The Modii Parking Intelligence operations dashboard is engineered to be future-proof, constantly evolving alongside the incremental expansion of customer operations. It features a state-of-the-art reporting engine that not only offers in-depth metric analysis, it also adapts to emerging trends with the addition of new smart city technologies and functionalities.

Designed to accommodate a spectrum of data from diverse vendor systems and IoT hardware suppliers, the platform delivers insights ranging from standard occupancy to sophisticated predictive analytics. This ensures that our clients are equipped with a robust, scalable system for real-time and historical data analysis, solidifying our platform as a comprehensive and enduring solution for parking asset management.

Key Features

- Tailored operations dashboard displaying live operational metrics plus automated and on-demand reporting.
- Dashboard configured by Modii leveraging data aggregated from the systems integrated as part of the project implementation.
- External system data to be aggregated includes all (and only) the data required from the integrated customer systems. As new technology and vendor systems are added into the technology ecosystem, the data can easily be integrated

and aggregated into the dashboard.

- Example insights typically include:
 - o monthly summary reports of parking utilization
 - o parking asset comparisons by location or parking allocation types
 - o forecasted utilization rates vs actuals
 - o parking occupancy heat maps by time of day
 - o EV charging station usage rates
 - o traffic congestion models (where possible)
 - Direct email capabilities from within the dashboard allow for reports to be generated then exported in CSV, SVG and PDF formats.
- Included Services
- Formal scoping workshop led by Modii, including data analysis and advisory.
 - Documentation of planned deliverables and estimated timelines for review and approval by the customer.
 - Operations dashboard & automated report development. Includes algorithm configuration to accurately predict future availability (note – predictions are continuous refined as data is ingested).
 - Key user training & ongoing support by Modii to the customer Administration.

Modii's Digitization Services & Implementation Methodology

While each Modii customer implementation represents the start of our ongoing partnership, Modii take ownership of the project from day 1, meaning that the customer can rest assured of the following:

- Low resource requirement – typically only 1-2 hours is required from the customer every second week during initial implementation to provide advice and guidance on the design. A scoping workshop will be performed with the customer prior to the development of the Parking Intelligence operations dashboard to ensure the proposed deliverables are documented and agreed upon prior to the development work starting.
- Regular updates – the Modii team will continue to develop and make requested adjustments to the system to be shared at each update meeting, ensuring the university understand exactly what the final deliverables will be at each stage of the project.
- Status Documentation – Modii document and provide the customer with the latest updates, findings and recommendations after each call to ensure that both parties are firmly aligned.
- Ownership of integrations – Modii work directly with the representatives at each of the vendor partners to build the integrations, so the customer need not get caught up in the minutiae.
- Marketing Advisory – once the Parking Finder solution is complete, Modii work with the customer to provide advice on marketing and announcements to encourage user-takeup.
- No unexpected costs – as Modii can design, develop and deploy the solution remotely, there are no unexpected costs such as the cost to travel to the customer to perform the work.

The Modii team is comprised of experts offering significant experience in geospatial mapping, Product & UX design, web development, parking & transportation management, machine learning, data science, logistics, project management and stakeholder management.

Leveraging Modii's vast experience in implementations across our existing customer base of municipalities and education customers, Modii has established and refined a proven implementation methodology that identifies any potential risk to the project success prior to inception, and implements risk mitigation strategies to ensure team alignment and project success. The phased approach to implementation recommended by Modii allows for customer input throughout the entire project – from design and development through to testing and launch.

Project Kickoff and Initial Data Gathering (Step 1): This foundational step involves the acquisition of supplementary data and resources, a thorough satellite imagery survey, and the establishment of integration coordination and project management support. Spearheaded by Modii's Vice President of Customer Success and the Project Manager, this phase sets the groundwork for the project by ensuring all necessary resources and management structures are in place.

Restrictions Matrix Buildout (Step 2): Concurrent with the kickoff, this step focuses on creating a unique on-street parking asset audit. It also includes developing a matrix visualization to represent business rules over time and reviewing off-street surface lot and garage schematics. The Project Coordinator and Project Manager are tasked with constructing a framework that will guide the subsequent data collection and customization phases.

Off-Street Data Collection (Step 3): Overlapping with steps 1 and 2, this phase revolves around digitizing all off-street surface lots and garage bays. It involves a structural quality assurance process against supplemental imagery and configuring all spaces to reflect the restrictions matrix. The Solutions Engineer, Project Manager, and Project Coordinator will collect and validate the structural data to ensure it aligns with the project's regulatory framework.

		<p>On-Street Data Collection & Interpretation (Step 4): This critical phase includes a complete inventory collection, including parking signs and meters, and the configuration of all curbside assets. The Modii Data Collectors/Interpreters, Project Coordinator, and Solutions Engineer are responsible for collecting and analyzing street-level data, a task that is both labor-intensive and essential for the accurate representation of on-street parking infrastructure.</p> <p>Customizations (Step 5): As the project progresses into the customization phase the focus shifts to user experience with the creation of wireframe mock-ups, the development of key legend components and the design of branded banner images and web app shortcuts. The Vice President of Product, Vice President of Customer Success, UX Designer, and Project Manager will collaborate with the customer across routine meetings to ensure the project's digital interface is both user-friendly and representative of the brand.</p> <p>Integrations & Parking Intelligence (PI) Operations Dashboard (Step 6): This phase involves coordination with industry partners to integrate various data streams and the development of the customized Parking Intelligence operations dashboard. The Project Manager, Vice President of Partnerships, Solutions Engineer, and Vice President of Technology will work together to create an Intelligence dashboard that reflects unique needs of the customer Administration, using the integrations, occupancy and usage data, and providing a real-time performance overview.</p> <p>Marketing & Launch Preparation (Step 7): The final phase is dedicated to marketing and launch preparation. This step includes a Modii-backed marketing rollout, iterative feedback cycles, and both soft and hard launches. The Director of Marketing, Project Manager, and Vice President of Customer Success are tasked with ensuring the product is well-received and that adjustments are made based on user feedback. The carefully curated project plan is a testament to meticulous planning and the importance of cross-functional collaboration. Each step builds upon the last, with clear deliverables, assignments, and deadlines that ensure a structured progression towards the final goal. The inclusion of marketing and feedback cycles in the final step illustrates an understanding that even after the product launch, continuous improvement is essential for success.</p> <p>Example Project Plan & Implementation timeline with specific roles listed are contained within the attached 'Modii Official Proposal' document, as well as the Modii Scoping workshop preparation guide details.</p> <p>Ongoing Updates to Curbside Regulations Modii also provide a complimentary service to perform updates to curbside regulations on behalf of customers. Typically, customers will provide Modii with a routine notice of changes set to be made and the date they are to go into effect, allowing for Modii to perform the update and have the new rules/regulations ready to go live at the same time. Update notifications can be provided by the customer in a routine cadence or as required, and the Modii team will make the necessary alterations.</p> <p>Modii also have extensive experience in interfacing Modii's platform with industry vendor solutions and IoT hardware suppliers, examples of which are listed below:</p>
79	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<ul style="list-style-type: none"> • Parking Lots and Garages • Transit and Ground Passenger Transportation • Truck Transportation • Regulation and Administration of Transportation Program • Software Publishers • Data Processing, Hosting and Related Services • Educational Services

80	Describe your products and capabilities in regard to integration, such as: Improving integration of systems and promotion of connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public.	<p>Modii Partners & Integration APIs Modii's extensive list of APIs serve as the backbone for gathering and presenting up-to-the-minute curbside & other parking information. Collaborating with various industry vendors and IoT hardware suppliers, Modii ensure real-time data updates for accurate utilization insights. Rigorously tested against real-world scenarios and capacity benchmarks, Modii's APIs are designed to deliver reliable and efficient parking data integration.</p> <p>As part of Modii's commitment to providing a seamless parking experience, we work with an expansive network of parking ecosystem providers. By collaborating with these industry leaders, Modii's Parking APIs offer a versatile and comprehensive integration, ensuring that Modii's clients have access to a wide range of tools and services to manage their parking assets effectively.</p> <p>As an example, the Modii Platform allows for it to be connected with:</p> <ul style="list-style-type: none"> • IoT devices measuring utilization – allowing Modii to display live (and predicted) availability of high rotation parking zones, cutting congestion and traffic jams. • Virtual permit solutions – enabling Modii to display parking specific to residents and their permits in Residential Priority Areas (RPAs). • Contactless payment providers – allowing users to click-through to pay from Modii's Parking Finder, increasing safety as drivers need not wander in search of parking meters. • Transit and micromobility providers – ensuring users see the alternative methods of transportation available, encouraging sustainable choices where possible. <p>And many more. Listed below are Modii's key industry Partners to date, with new vendor partners being added monthly.</p> <p>Parking Management – T2, IPS, AIMS, Premium Parking Contactless Payment – ParkMobile, Passport, PaybyPhone, AIMS AMP, Honk, Oobeo Utilization/Occupancy Tracking – Automotus, Parking Logix, MiStall, CivicSmart, CleverCiti, Eleven-X License Plate Recognition – Genetec (gold-certified), EnSight Technologies, Omni-Q Parking Access & Revenue Control – SkiData, TIBA, Flash Parking EV Charging – Chargepoint, SemaConnect Live Shuttle Tracking – BusGenius, TransLoc (to come) Enforcement – Gtechna, Cardinal Tracking, Passport Events Management – Parkhub (to come) Pedestrian Wayfinding – PAM</p>
81	Describe how you will promote public and private sharing of data for the use of open platforms, open data formats, technology-neutral requirements, and interoperability, while ensuring cybersecurity, technology standards, and protection of individual privacy.	<p>Modii's commitment to the promotion and utilization of open data standards is a cornerstone of its operational ethos. Recognizing the complex transportation challenges of the modern era, Modii firmly believes that these issues cannot be effectively addressed without a collaborative and open approach to data sharing. This belief is rooted in the understanding that open standards facilitate a more synergistic and transparent exchange of data among various stakeholders in the transportation sector.</p> <p>Modii's infrastructure and services are fundamentally built upon the principles of open data, ensuring that its solutions not only align with but also advocate for this approach. In a tangible demonstration of its commitment, Modii actively supports the Open Mobility Foundation (OMF), contributing both financial resources and expert personnel. Jason Schulz, Vice President Product at Modii, plays a significant role in this initiative. As an active participant in the OMF Technical Council, Schulz represents Modii's dedication to advancing open data standards. His involvement in the council underscores Modii's broader strategy to not just adhere to open standards, but to be at the forefront of their development and implementation, driving the industry towards more collaborative and effective solutions in transportation data management.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
82	Digitization of inventory and regulations, including creation of sector or citywide digital curb.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Built over the course of 4 years of research and development specifically dedicated to digital infrastructure, Modii have developed proprietary software tools and processes to enable the rapid and accurate collection, interpretation, geolocation

			<p>and visual mapping of curbside and off-street parking and road rules, and additional points of interest. The technology has been built to scale to the size of a large modern city, proven by successful Modii deployments worldwide and in 10 languages to date.</p> <p>Curbside and off-street parking assets are mapped down to the level of the individual bay, applying a unique ID to each to allow for the application of complex rules and changing parking allocations/entitlements by time of day or specific event. This allows Modii to then analyze and report on the utilization of bays, bay groups and at a structure-level where occupancy measurements are regularly conducted via a multitude of IoT devices Modii integrate.</p> <p>Each of Modii's digital infrastructure design tools operate in full adherence to the Open Mobility Foundation's CDS and MDS data specifications.</p> <p>Data Collection/Mapping Technology Modii Curbside Data Collection Tool Trained on over one million signs and parking assets globally, even the most complex curbside regulations can be collected and translated to provide meaningful and standardized data in a digital format via Modii's API. Data includes - but is not limited to - a geolocated raw image of sign or regulatory asset, as well as interpreted data regarding the type of sign (parking, no stopping, ADA, loading zone, drop off, car share, bus zone, taxi zone), time dynamic rules of the sign, and number of car spaces per zone.</p> <p>Modii Map Off-Street Data Mapping Tool Modii Map was initially established to map the complex parking structures of a modern university campus in partnership with CampusParc - the private parking administrator at The Ohio State University. In the time since it has been refined by civil engineer professors from The University of Texas to digitize any type of off-street parking assets and drive precise wayfinding rendering. The solution has been designed to enable the Modii project delivery representatives to remotely map multi-floor structures without the need to visit the customer site. Modii Products leveraging collected data</p> <ul style="list-style-type: none"> • Modii Parking Finder (for the Public) • Modii Asset Inventory Module (Admin) • Modii Event Planning Module (Admin) • Modii Parking Intelligence Module (Admin)
83	Sensors and cameras, including installation services.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Modii have extensive experience integrating with multiple forms of IoT technology - leveraging it to provide

real-time (and future-predicted) parking availability guidance to drivers, alongside advanced analytics, insights and reporting to Transportation Administrators via the use of Modii's Parking Intelligence operations dashboard.

Modii typically prefer to leverage camera and computer vision data for curbside utilization analysis (as opposed to ground sensors and loop counters) due to their ability to gather detailed data on vehicle type, which is then used for analytics purposes to aid with transportation planning, monitoring and management.

Modii's experience in municipal projects has taught that reflecting the live availability of individual curbside spaces to drivers is inadvisable due to rapid turnover, rather it is preferable to display curbside availability by zone or at a blockface-level and as generalized data.

Cameras

Modii key partner Automotus provides and installs CurbSight camera sensors which use first-of-its-kind computer vision technology that helps administrators make data-driven policy decisions, automate payment for commercial vehicle (un)loading and parking, automate labor-intensive enforcement operations, and incentivize adoption of electric vehicles.

Sensors

Modii also have experience working with a range of sensor providers such as Eleven-X, Risetek and CivicSmart, as well as various other IoT devices, using a polling frequency of near real-time (typically every 30-60 seconds) curbside data to provide municipal clients with several different forms of parking availability display.

Off-street

In off-street parking structures Modii partner with fixed license plate recognition (LPR) camera providers such as Genetec (of whom Modii have a gold-certified plugin), Omni-Q, and EnSight Technologies. We have also taken bay by bay feeds from camera or ultrasonic bay sensors by providers such as ParkAssist.

Modii also integrate occupancy data from a wealth of parking access & revenue control (PARCS) providers such as Skidata, Flash Parking and TIBA.

The data gathered by Modii from these hardware vendors is hugely beneficial when aggregated within the Modii Parking Intelligence operations dashboard, as it provides a holistic view of both on-street and off-street parking utilization to Administrators. Live data by individual parking location is reflected in a tailored dashboard of key metrics, and

			historical data is constantly collected to benefit on-demand and automated reporting.
84	<p>Issue application programming interfaces (APIs) and build services around them:</p> <ol style="list-style-type: none"> i. Historical and/or real-time monitoring and performance reporting; ii. Curb availability (parking, loading, etc.), reservations, and driving directions; iii. Predictive modeling. 	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Modii's extensive list of APIs serve as the backbone for gathering and presenting up-to-the-minute curbside & other parking information. Collaborating with various industry vendors and IoT hardware suppliers, Modii ensure real-time data updates for accurate utilization insights. Rigorously tested against real-world scenarios and capacity benchmarks, Modii's APIs are designed to deliver reliable and efficient parking data integration.</p> <p>As part of Modii's commitment to providing a seamless parking experience, we work with an expansive network of parking ecosystem providers. By collaborating with these industry leaders, Modii's Parking APIs offer a versatile and comprehensive integration, ensuring that Modii's clients have access to a wide range of tools and services to manage their parking assets effectively.</p> <p>As an example, the Modii Platform allows for it to be connected with:</p> <ul style="list-style-type: none"> • GIS and asset management systems. • IoT devices measuring utilization – allowing Modii to display live (and predicted) availability of high rotation parking zones, cutting congestion and traffic jams. • Virtual permit solutions – enabling Modii to display parking specific to residents and their permits in Residential Priority Areas (RPAs). • Contactless payment providers – allowing users to click-through to pay from Modii's Parking Finder, increasing safety as drivers need not wander in search of parking meters. • Transit and micromobility providers – ensuring users see the alternative methods of transportation available, encouraging sustainable choices where possible. <p>Predictive modeling is conducted within the Modii Parking Intelligence operation dashboard and data can be exported out to external systems in multiple formats.</p>
85	<p>Data, software, and hardware implementation, integration, and management;</p> <ol style="list-style-type: none"> i. Internal and external integration; ii. Integration of old data and collection of new data; iii. Data warehousing. 	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Modii offer the following directly, and each are core competencies of the Modii Platform and Modii Professional Services capabilities:</p> <ul style="list-style-type: none"> • data and software implementation, integration (including vendor liaison) and management. • Internal and external integration • Integration of old data and collection of new data • Data Warehousing <p>While Modii are not a hardware provider, Modii have an extensive network of IoT hardware device partners and the Modii products encourage dataflow in a bi-directional format through via APIs.</p>

86	Digitized permit systems, including dynamic pricing.	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Modii do not handle digitized permitting directly, however digital permit entitlements are closely intertwined into Modii's Parking Finder product via integrations to our Permit Management Partners T2, IPS, AIMS, and Premium Parking.</p> <p>Modii have not yet pursued dynamic pricing as part of our offering though have discussed including within the future product roadmap.</p>
87	V2I technology with scalability.	<input type="radio"/> Yes <input checked="" type="radio"/> No	V2I technology has not been pursued by Modii to date.
88	Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.	<input type="radio"/> Yes <input checked="" type="radio"/> No	While Modii do not offer these systems, Modii's datasets can be exported in multiple file formats and data standards to empower these systems, or queried via our APIs.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 89. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
- Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Modii Pricing - Sourcwell.pdf - Monday December 04, 2023 14:23:52
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Modii Marketing Information - Sourcwell.zip - Monday December 04, 2023 14:36:42
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Modii Standard Transaction Documents - Sourcwell.zip - Monday December 04, 2023 14:59:59
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Modii Official Proposal & Additional Documents.zip - Monday December 04, 2023 15:01:02

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Frumar, President, Modii Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Curb_Management_Technologies_RFP_120423 Wed November 22 2023 09:20 AM	<input checked="" type="checkbox"/>	3
Addendum_8_Curb_Management_Technologies_RFP_120423 Tue November 21 2023 04:42 PM	<input checked="" type="checkbox"/>	2
Addendum_7_Curb_Management_Technologies_RFP_120423 Mon November 20 2023 04:39 PM	<input checked="" type="checkbox"/>	5
Addendum_6_Curb_Management_Technologies_RFP_120423 Tue November 14 2023 04:30 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Curb_Management_Technologies_RFP_120423 Fri November 10 2023 04:30 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Curb_Management_Technologies_RFP_120423 Wed November 8 2023 04:04 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Curb_Management_Technologies_RFP_120423 Mon October 30 2023 03:54 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Curb_Management_Technologies_RFP_120423 Fri October 27 2023 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Curb_Management_Technologies_RFP_120423 Fri October 20 2023 04:21 PM	<input checked="" type="checkbox"/>	2